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CONTRIBUTION

From: General Secretariat of the Council
To: Working Party on Consumer Protection and Information (Attachés)
Working Party on Consumer Protection and Information

Subject: Package Travel Directive - Member States comments on the Presidency text proposals (document ST 9562 2024 REV 2)

Delegations will find attached updated Member States comments on the above-mentioned document, including comments from Poland.

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 - Presidency text proposal -

From: AT, CY, CZ, DE, DK, EE, EL, ES, FI, FR, IE, IT, LV, MT, PL, PT, RO, SE, SI, SK

Updated: 12/09/2024 15:29

<p align="center">Presidency text ST 9562 2024 REV2</p>	<p align="center">Drafting Suggestions and Comments</p>
<p>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</p> <p>(Text with EEA relevance)</p>	
<p>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, Having regard to the opinion of the Committee of the Regions²,</p>	
<p>Acting in accordance with the ordinary legislative procedure,Whereas:</p>	
<p>(1) Directive (EU) 2015/2302 of the European Parliament and of the Council³ modernised the legal framework for package travel in light of developments in the market and technology. That Directive aimed to</p>	

¹ OJ C , , p. .

² OJ C , , p. .

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).

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<p>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/EEC⁴ or which were in a legal grey area, and strengthened the rights of travellers in different respects. At the same time, it aimed to ensure fairer competition between the different types of travel businesses active in the package travel market.</p>	
<p>(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.</p>	
<p>(3) While, overall, Directive (EU) 2015/2302 has worked well, several</p>	

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).

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<p>challenges have emerged since the start of its application on 1 July 2018. The COVID-19 pandemic and related government measures had a significant impact on both the travel industry and travellers and exposed certain weaknesses in prevailing business models and showed that specific provisions of the Directive could be clarified.</p>	
<p>(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.</p>	
<p><i>[Option A – opt to delete LTAs: recital (5) will be deleted]</i></p>	<p>CZ (Comments): CZ agrees with option A.</p> <p>EE (Comments): EE: strong support for option A and deletion of LTAs. Option C would significantly expand the scope of the entire directive, which is not needed, and therefore cannot be supported. Also, it would not solve problems regarding the difficult implementation of the concept of LTA, these concerns will now be transferred to the new definition of package. In the case of option B, the concern lies with the 3-hour time limit and the general implementation difficulties, which currently make it impossible to support this option as well.</p> <p>FI (Comments): We support option A.</p> <p>FR</p>

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	<p>(Comments): Les autorités françaises soutiennent l’option A et la suppression de la PVL. En effet, la catégorie juridique des « prestations de voyage liées » n’apporte aucune garantie au consommateur ; elle est trop difficile à appréhender par les professionnels et les particuliers. Par ailleurs, cette catégorie juridique n’a certainement connu aucune effectivité (en tout cas, il n’en existe pas de preuve, notamment dans l’étude d’impact de la proposition législative). The French authorities support option A and to delete the legal concept of “linked travel arrangement” (LTA). Indeed, this legal category of “link travel arrangements” does not provide any guarantee to the consumer and is too difficult to understand by professionals and consumers. Furthermore, this legal category has certainly not been effective (in any case, there is no proof, in particular in the impact assessment of the legislative proposal). IT (Comments): IT supports option A LV (Comments): <i>Latvia prefers option A</i> MT (Comments): MT favours the removal of LTAs completely. The difficulties faced are not only limited to the distinction between LTAs and packages but also to the actual definition of its constitution, that made the identification of an LTA operation challenging.</p>

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<p><i>[Option B – opt to keep LTAs: recital (5) will be adapted accordingly]</i></p>	<p>AT (Comments): AT continues to support Option B and prefers to keep LTA. The demand for individually compiled travel arrangements within the framework of LTA is particularly strong in Austria, which is why keeping them is of special importance to AT. For consumers LTA offer additional value due to information obligations and insolvency protection. However, compared to the last Presidency Proposal, only Option C has been amended. At the moment, Option B is not yet ideal either.</p> <p>DE (Comments): DE: Germany prefers Option B (with certain amendments, see below), which is why recital (5) needs to be adapted. In Germany’s view, practitioners have grown accustomed to applying the currently applicable definition of ‘linked travel arrangements’. Although this definition is not easy to understand and is hardly relevant in practice, maintaining it would ensure that consumer protection does not change in any negative way. This guarantees that the relevant travellers’ protection does not fall behind the level of the current PTD.</p>
<p><i>[Option C – opt to incorporate LTAs in the package definition: recital (5) will be modified accordingly].</i></p>	<p>CY (Comments): Cy supports option C</p> <p>DE (Comments): DE: Germany rejects Option C and the proposed adaption of recital (5). Option C would extend the scope of application of ‘package travel’ far beyond the meaning of the word. There is no objective reason for classifying (linked) individual services as a package travel as proposed in</p>

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	<p>Option C. This does not simplify the application of the definitions either. On the contrary, the proposed regulation makes the definition of a package even more complex.</p> <p>ES</p> <p>(Comments):</p> <p>Spain supports the approach of option C.</p> <p>The impact assessment and the study carried out on behalf of the European Parliament clearly show that the current directive has not met the objectives sought by the introduction of the LTA concept. However, we believe that removing LTAs from the directive would not improve the situation for consumers and would increase the risk of circumvention to avoid the application of their rights linked to the concept of package travel.</p> <p>On the other hand, we consider that simply adding the text of points (a) and (b) of the current LTA definition to the definition of package travel does not solve the underlying problem, but merely relocates it and makes the definition of package travel excessively complex and difficult to apply in practice.</p> <p>With a view to providing a satisfactory solution, the concepts that have been problematic in the application of the current directive ('single visit', 'contact point', 'targeted manner') should be further clarified, the responsibilities of the different operators should be better defined where there are several contracts, and, in general, legal certainty should be increased, especially with regard to sales in the digital world, which is a growing sector.</p> <p>In a multi-channel era - where consumers are just as likely to book in a physical shop as they are via an app or via a website on a desktop computer - it is particularly important to clarify precisely the meaning of 'single visit' and 'contact with a point of sale' in order for operators to be</p>

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	<p>able to meet their obligations and for national authorities to ensure enforcement.</p> <p>FR (Comments): Les autorités françaises considèrent que cette option C aggraverait encore davantage la situation actuelle. En effet, les critères de la PVL créent de l’incertitude juridique, et cette incertitude aurait des conséquences plus graves si ces critères étaient constitutifs d’un forfait. The French authorities consider that this option would be worse than the status quo. Indeed, the LTA criteria create legal uncertainty: this uncertainty would have more serious consequences if these criteria constituted a package.</p> <p>IT (Comments): Under the current directive, LTAs are considered as individual services, the new text moves in the opposite direction. This new option C does not appear to be a good solution at all; it does not take into account all the work done to avoid unclear definitions. IT is against this option: LTAs must remain separate services.</p> <p>MT (Comments): Although Malta still supports in principle the complete removal of LTA’s (i.e. Option A), the attempt to remove the concept of LTAs and have one concept of packages whilst not reducing the level of protection of the consumer is acknowledged. In fact, it is noted that the current proposal, not only does not reduce the level of protection but increases the protection of the consumer, as former LTAs will now be considered as 'packages' and hence subject to the whole Travel Package Directive provisions. This, however, will still raise similar concerns as those raised</p>

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	<p>previously for LTAs, if not more. Such an example would be, who will be responsible for the package (i.e. who will be considered the organiser), in case of default or non-delivery of contractual obligations. Who will bear legal responsibility if the second trader does not inform the first trader? If Presidency decides for this option, then it should conduct a detailed legal analysis of possible scenarios raising such issues and address them accordingly, through the insertion of additional legal provisions thus avoiding legal loopholes.</p> <p>SI (Comments): SI supports option C.</p>
<p>(5) While, overall, the definition of ‘package’ is considered to have been effective, <u>however based on the practical challenges concerning the usage of linked travel arrangements it is necessary to incorporate the definition of linked travel arrangements into the definition of ‘package’. The definition of ‘package’ should cover both situations under the linked travel arrangements definition by modifying the already existing cases and introducing a new situation into the ‘package’.</u> 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.</p>	<p>ES (Drafting Suggestions): (5) While, overall, the definition of ‘package’ is considered to have been effective, the excessive complexity and lack of clarity of the rules on LTAs, combined with actions by some traders and difficulties in enforcing those rules, hampered the proper functioning of the package travel market and resulted in a lower level of consumer protection than intended by the reform of the PTD in 2015. The distinction between a package and a separate selection of travel services at one point of sale can be very challenging in practice, and is difficult to verify for travellers and enforcement bodies, giving rise to a grey area. In some cases, the complexity and the uncertainties related to LTAs has led to abuse by traders. It also appears that some traders changed their business models/booking processes to avoid being considered as package organisers. As a result, travellers were deprived of the guarantees for packages.</p>

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	<p>A simplification of the key concepts is therefore required, including the deletion of LTAs and the extension of the treatment as package travel of the purchase of different types of travel services for the same trip or holiday, under certain conditions.</p> <p>MT (Comments): [As per comment above regarding Option C.]</p>
<p><u>(5a) The new situation where the definition of ‘package’ contains the criterion of a single visit or contact, should be assessed on a case-by-case basis. Not every interruption in the booking process should be automatically presumed to lead to a separate visit or contact. For instance, when a traveller selects a travel service and shortly thereafter-books one or more additional travel services, this should be considered as part of the same contact or visit. Even where a traveller leaves the trader’s premises or website after selecting the first travel service and returns to it within a short period of time to complete the booking of an additional service. By contrast, where a traveller, after completing one booking and without previously having enquired about additional bookings for the same trip or holiday or having been prompted by the trader to make additional bookings, later decides to book an additional travel service on the same website or at the same physical point of sale should not be considered as being part of the same visit or contact.</u></p>	<p>EE (Comments): EE: This explanation regarding a single visit to the point of sale creates more confusion than clarity. Our goal should be to strive for as objective criteria as possible. Also we are concerned that “within short period of time” is a too vague criterion which is difficult to enforce in practice.</p> <p>ES (Comments): We think that this recital is too vague and should be further refined. We advance some ideas, which should be added to those included in our comments to the corresponding article: The key question to determine whether there is a “package” or just a selection of different independent services by the consumer is that <u>the trader facilitates the continuity of a booking process by asking the consumer to add a service to the trip and offering different options and prices.</u> In this context, a second transaction is made <u>through a ‘same-brand channel’</u> - whether in a physical shop, on an app or on a website - <u>and for the purpose of the same trip or holiday</u> as a previous transaction, albeit selected and paid for separately. This immediately excludes situations where a consumer simply uses</p>

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	<p>different tabs to make separate bookings for services for the purpose of the same trip or holiday or where a consumer creates a booking in one application and then returns to it at a later date to add more services. In these cases there is no triggering of the ‘package’ because there is no facilitation since the trader is passive.</p> <p>There is an obvious trigger of the package in cases where the consumer is incentivised to make a second purchase while remaining <u>“within the booking path”</u> or receiving a similar incentive while <u>“in a white label environment”</u>.</p> <p>White labelling implies that upon conclusion of the first booking with a supplier (airline, etc.), the consumer stays in the same visual environment and the first trader facilitates the purchase of a second travel service. The supplier of the additional travel service is different from the first supplier but the look and feel of the website, app or shop for the consumer remains the same.</p> <p>An example is cross-selling at the point of payment for the first service, e.g. on the confirmation form for an airline ticket there is an invitation to book a discounted hotel at the destination for the consumer's travel date. A single visit or contact with a single point of sale ends when the consumer leaves the booking route, e.g. by paying for the shopping basket of products that consumer has selected in one or more visits, when the booking route times out and it is no longer possible to continue adding products, or when the consumer, without being misleadingly induced to do so, leaves the white-label environment to book another product in a different trading space.</p> <p>FI (Drafting Suggestions): delete FI</p>

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	<p>(Comments): In practice it would be unclear when there would be considered to be a same visit or not. This would lead to legal uncertainty. IT</p> <p>(Comments): The Market, traders and travellers need clear rules that can also be clearly enforceable. What is stated in this Recital is a source of significant difficulties in the case of purchasing at a physical point of sale. For example, how can be proved “<i>without previously having enquired about additional bookings for the same trip or holiday</i>”? The solution that might have the least negative implications is to include the 3-hour/24-hour criterion. However, IT is still against regulating LTAs in this manner; they should remain stand-alone services. MT</p> <p>(Comments): MT would like to point out that non-specific wording such as ‘short-period’ gives rise to ambiguous and inconsistent interpretation and will give rise to disputes. (The concept of the proposed change in Recital 10 should be followed) Moreso, as there are clearly distinct ways of booking, as referred to in the Directive, such as online and physical presence of the traveller in premises. Similarly, when disputes arise between parties, generic wording such as ‘enquiries’ or ‘prompting’, when only done verbally, can prove challenging to prove. NB: Since MT supports the removal of LTAs then this recital should be deleted.</p>

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<p>(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.</p>	<p>DE (Comments): DE: Germany strongly supports the deletion of recitals 6 and 7.</p>
<p>(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.</p>	<p>FI (Comments): We support this deletion</p>
<p><i>[Option C – opt to incorporate LTAs in the package definition: recital (8) will be modified accordingly].</i></p>	<p>MT (Comments): [As per MT comments on Option C further above]</p>

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	<p>SI (Comments): SI supports option C.</p>
<p>(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 ‘package’ where the trader that is party to a first contract transfers the traveller’s personal data as defined in Article 4(1) of Regulation (EU) 2016/679 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. This may include, for example, the traveller’s name, payment details and email address, telephone number, social media account or any other information through which the traveller can be identified. Such transfer of The reference to ‘personal data’-is intended to make the definition more future-proof take into account any possible future exchange of personal data and is appropriate as an indication for indicates a close link between the bookings/ or contracts in question and thus to consider them as a package so that the criterion of 24 hours for the second booking is not indispensable and should be removed.</p>	<p>DE (Comments): DE: Germany rejects the proposed link to the transfer of any “personal data” as the definition of package travel could potentially be extended to an excessive extent, thereby depriving other business models of their basis. The mere fact that a definition has hardly any practical applications does not mean that the definition is too narrow. If an extension of the definition is intended to qualify certain booking constellations as package travel, these constellations must first be described precisely. In addition, it must be clearly explained why it is necessary to qualify such constellations as package travel - with all the associated factual and legal consequences that this entails. As long as this is not the case, Germany is sceptical about changing the definition with regard to the linked online booking processes. Germany suggests that alternatives to changing the definition should be considered. The first step could be to identify what the real challenges are when booking travel services via linked online processes. It should be explored how to provide more transparency on the data transfer and the legal effects for travellers. EE (Comments): EE: As we have suggested earlier, we would prefer to leave click-through packages out of the scope of the PTD. However, if the general consensus</p>

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	<p>is to maintain these types of services in the PTD, we can be flexible here. But it is concerning that the reference to personal data is too broad. For example, even IP addresses and cookies are already considered personal data. It would be advisable to consider a clearer specification indicating that the data in question is used to provide travel services to the consumer or similar. Examples could also be added to the recital, so that to avoid any uncertainty and confusion about whether a package is formed or not. It would be useful to also consult with data protection experts about the necessary dataset, to make it more specific and limited rather than just 'any personal' data. We agree that list of data as it is foreseen in current PTD is too limited, but it seems that the proposal does not solve the problem of difficulties in identifying the formation of a click-through package.</p> <p>We propose that the PRES could provide examples and explanations here, illustrating which sales practices (and what kind of personal data is transmitted) will be covered by this new definition, why this is necessary, and how it can be applied.</p> <p>MT</p> <p>(Drafting Suggestions): <u>This may include, for example, the traveller’s name, payment details, and email address, telephone number, social media account or any other information through which the traveller can be identified.</u> Such transfer of <u>The reference to “personal data” is intended to take into account any possible future exchange of personal data and is appropriate as an indication for</u> indicates a close link between the bookings/ <u>or</u> contracts <u>in question and thus to consider them as a package</u></p> <p>MT</p> <p>(Comments):</p>

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	<p>Malta supports in principle the complete removal of LTA's (i.e. Option A). Option 'C' i.e. the removal of the concept of LTAs and having one concept of packages with the intention of not reducing the level of protection of the consumer, is acknowledged. In fact, it is noted that the current proposal, not only does not reduce the level of protection but increases the protection of the consumer, as former LTAs will now be considered as 'packages' and hence subject to the whole Travel Package Directive provisions. This, however, will still raise similar concerns as those raised previously for LTAs, if not more. Such an example would be, who will be responsible for the package (i.e. who will be considered the organiser), in case of default or non-delivery of contractual obligations. Who will bear legal responsibility if the second trader does not inform the first trader? If the CION decides for this option than it should conduct a detailed legal analysis of possible scenarios raising such issues and address them accordingly, through the insertion of additional legal provisions thus avoiding legal loopholes.</p> <p>SI (Comments): SI supports the amendment.</p>
<p><i>[According to Option A and C: recital (9) will be deleted]</i></p>	<p>CZ (Comments): CZ agrees with option A</p> <p>FI (Comments): we support Option A</p> <p>FR (Comments): Les autorités françaises souhaitent la suppression de la catégorie</p>

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	<p>juridique des PVL, pour les raisons déjà exposées. The French authorities would like to delete the legal concept of LTA for the reasons already stated. IT (Comments): IT supports option A</p>
<p><i>[Option B – opt to keep LTAs: recital (9) will be adapted accordingly]</i></p>	<p>DE (Comments): DE: Germany prefers Option B (with certain amendments), which is why recital (9) needs to be adapted.</p>
<p>(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.</p>	<p>EE (Comments): EE: support for the deletion of the recital 9. It does not seem like a reasonable solution to advise travellers to notify and prove to the traders themselves that they have purchased a LTA. Travelers may not have sufficient knowledge for that, and the protection of their rights should not depend on the possession of such knowledge. General recommendations to take screenshots of travel offers belong more to activities aimed at raising overall consumer awareness and should not be part of the directive’s normative provisions. Additionally, this is difficult to implement in practice, and we see a risk in imposing this obligation on consumers. ES (Drafting Suggestions): New recital 8a) In the case of package travel with a single point of sale, the criterion of the services having been selected before the traveller accepts to pay is</p>

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	<p>supplemented by an alternative criterion based on the notion of a single booking experience for the traveller. At the same time, the vague term ‘on the occasion of a single visit or contact’ is replaced by the specification of a period of 24 hours within which bookings are made in order to achieve greater legal certainty.</p> <p>In addition, the definitions of click through package and package travel at a single point of sale are adapted. All click-through bookings where the traveller's personal data are exchanged between operators would be packages. In addition, situations arising from the conclusion of a second contract within 24 hours of the confirmation of the first booking where a trader who is a party to a first contract invites a traveller to book other types of travel services for the same trip or holiday and receives consideration of some kind for doing so are considered as package travel. In order to clarify the responsibilities of traders and to provide travellers with greater legal certainty, the second trader should be obliged to inform the first trader that a contract has been concluded.</p>
<p>(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.</p>	<p>AT (Comments): With Option B not only recital 9 should be adapted, but also recital 10. The criterion of ‘at least 25 %’ should be also valid for LTA.</p> <p>CZ (Comments): CZ agrees with EE's suggestion to add a new text to the original wording of recital 17, as mentioned in the previous written comments (see table WK 9565/2024 REV 1). Moreover, we suggest adding also summer camps for children and teenagers in the list of cases in recital 17 which are not covered by the PTD. Czechia has a long tradition of summer camps for children and</p>

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	<p>teenagers, which take place mainly during the summer holidays. Here, children are encouraged to lead a healthy lifestyle and a relationship with nature.</p> <p>These camps are held in Czechia, usually a few kilometres from the place of residence. According to the current definition in the Directive, the organisers of these camps should be insured in the event of the bankruptcy of the tour operator. That causes additional burden for organisers of these camps. The amount for these camps is about EUR 150-200. We are referring to events on a business base.</p> <p>EE</p> <p>(Comments):</p> <p>EE: We propose amending recital 17 of the PTD currently in force, respectively (proposed addition in bold und <u>underlined</u>. The aim is to create more legal clarity for single accommodation service providers when offering different on-site activities, also considering the competitiveness of accommodation sector and taking into account that in certain cases, they are required to provide additional services (according to Estonian national law, e.g spa hotels are required to offer spa services):</p> <p>“(17) Only the combination of different types of travel services, such as accommodation, carriage of passengers by bus, rail, water or air, as well as rental of motor vehicles or certain motorcycles, should be considered for the purposes of identifying a package or a linked travel arrangement. Accommodation for residential purposes, including for long-term language courses, should not be considered as accommodation within the meaning of this Directive. Financial services such as travel insurances should not be considered as travel services. In addition, services which are intrinsically part of another travel service <u>or are typically associated with this travel service</u> should not be considered as travel services in their own right. This includes, for instance, transport of luggage provided</p>

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	<p>as part of carriage of passengers, minor transport services such as carriage of passengers as part of a guided tour or transfers between a hotel and an airport or a railway station, meals, drinks, different on-site activities and cleaning provided as part of accommodation, or access to on-site facilities such as a swimming pool, sauna, spa or gym included for hotel guests. This also means that in cases where, unlike in the case of a cruise, overnight accommodation is provided as part of passenger transport by road, rail, water or air, accommodation should not be considered as a travel service in its own right if the main component is clearly transport.” We have provided more thorough comments on that also in our e-mail from July, 9.</p>
<p>(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.</p>	<p>FI (Drafting Suggestions): 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... FI (Comments): We do not support that this directive regulates business to business activities. B2B relations should be based on freedom of contract and no mandatory provisions should apply.</p>
<p>(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</p>	<p>EE (Comments): EE: strong support for the deletion of limitation of prepayments</p>

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<p>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.</p>	<p>FI (Comments): We strongly support this deletion. The restriction of downpayments would have significantly effected small and medium size organisers' possibilities to engage in package travel activities. The restriction is also not beneficial for consumers or for the economy.</p> <p>FR (Comments): Les autorités français approuvent la suppression de la limitation des prépaiements. En effet, elles insistent sur la nécessaire cohérence entre la DVAF et les autres textes du paquet Mobilité. Or, elles considèrent que cette cohérence n'est pas assurée, puisqu'aucune limite aux prépaiements n'est mise dans le cas des transports. Dans ces conditions, la limitation des prépaiements n'est pas possible pour l'industrie du voyage car le paiement à une compagnie aérienne est immédiat lors de la réservation via une agence et le montant est souvent supérieur à 25 % du prix total du voyage. De plus, la limitation ne serait pas bénéfique au consommateur car cela lui imposerait de payer le solde 28 jours avant le voyage. The French authorities approve the removal of the limitation on prepayments. Indeed, they stress the need for coherence between this directive and the different regulations of the Mobility package. However, they consider that this consistency is not ensured, since no limit on prepayments is placed in the case of transport. Under these conditions, limiting prepayments is not possible for the travel industry because payment to an airline is immediate when booking through a travel agency and the amount is often above 25% of the total price of the trip. Furthermore, the limitation would not benefit to the consumer because it would require</p>

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	<p>them to pay the balance 28 days before the trip. MT (Comments): MT welcomes and agrees with the Presidency that this proposal is to be removed and maintaining the provisions in the current Directive.</p>
<p>(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.</p>	<p>FI (Comments): We support this deletion.</p>
<p>(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.</p>	<p>FI (Comments): We support this deletion.</p>
<p>(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.</p>	<p>EE (Comments): EE: In this context, we consider it important to note that in the passengers' rights package, these deadlines have already been significantly extended in the interim compromise texts, and these deadlines should be harmonized in the drafts, as different deadlines will certainly cause confusion. FI (Drafting Suggestions): delete</p>

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	<p>FI (Comments): We do not support that this directive regulates business to business activities. B2B relations should be based on freedom of contract and no mandatory provisions should apply.</p> <p>MT (Drafting Suggestions): 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 <u>the buyer (irrespective of whether this is the organizer or the traveller)</u> should be entitled to a refund of the payments made from service providers within 7 <u>14</u> days. This right to refund should enable organisers to comply with their obligation to refund travellers within 14 <u>28</u> 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 <u>14</u> days should enable organisers to make alternative arrangements. <u>In situations where refunds have to be done en masse or in extraordinary circumstances, these days shall not be applicable, and refunds shall be made without undue delay.</u></p> <p>MT (Comments): MT proposes that the refunds dates are extended to 14 days (for the service provider) and 28 days for the organisers when the travel package contract is terminated. This would be a more realistic timeframe. The Covid period has clearly indicated that the 14 day period is not enough in situations where a large number of travellers need to be refunded at the same time. The obligation to refund within a 7 day period</p>

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	<p>for service providers and a 14 day period for organisers is too stringent, particularly in extraordinary circumstances or where refunds are to be done en masse. MT is in favour of extending the 7 day and the 14 day period.</p> <p>MT has a serious concern on how the Business to Business (B2B) refund can be enforced effectively.</p> <p>‘Organiser’ in the first part of this recital should be changed to ‘buyer’ as the refund should be done between the seller and the buyer i.e refunding of the same account.</p> <p>If the financial burden of meeting refund obligations would heavily impact the financial viability of the undertaking or the sector - given the extraordinary circumstances, it should be permitted that impacted undertakings are allowed to stagger payments of those refunds within a reasonable time, thereby preventing the undertaking from becoming insolvent and triggering the national insolvency mechanism. Also, this would reduce the risk of a systemic crisis in the travel sector, and promote the continued operation of SMEs.</p>
<p>(16) In certain situation voluntary vouchers to travellers can be a useful alternative to refunds. Vouchers can give more flexibility to organisers in particular if they are confronted with the obligation to make many refunds within a short period of time. At the same time, vouchers can be acceptable for travellers who do not need an instant refund, as long as there are specific legal guarantees. Therefore, clear rules on vouchers should be laid down which provide such guarantees. Those guarantees should include transparency compulsory information on the voluntary nature and on the key characteristics of vouchers before travellers accept the voucher. It is also appropriate to specify the necessary information to be mentioned on the voucher itself., as well as on</p>	<p>AT (Comments): In the last Council Working Party meeting, the EC stated that the mandatory information to the traveller before accepting a voucher cannot be fulfilled by a mere reference to the general terms and conditions of the organiser. For better clarification, it would be desirable to mention this in recital 16.</p> <p>DE (Comments): DE: From Germanys’ point of view it should be stated in a recital that the insolvency protection of the voucher ends in case where other travel</p>

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<p>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.</p>	<p>services than package travel or linked travel arrangements are booked. Otherwise, the protection of the voucher would be more extensive than the protection of a refund of the travel price in cash.</p> <p>FR</p> <p>(Comments): Les autorités françaises soutiennent la nouvelle rédaction de ce considérant qui clarifie la nécessité d'encadrer l'émission des bons à valoir. The French authorities support the new wording which clarifies the need to regulate the issuance of vouchers.</p>
<p><u>(16a) On grounds of legal certainty there should be rules on the validity period of vouchers and its possible extension. It is also appropriate to lay down that, during the validity period of the voucher, the traveller's right to a refund is suspended and to specify the instances where such suspension ends and the traveller regains their refund rights. For example, as soon as a voucher is partially redeemed, organisers should refund travellers the remaining amount of their refund right.</u> Organisers may make vouchers more attractive, for example, by increasing the amount of the voucher compared to the traveller's refund right. In such cases, insolvency protection should be limited to the amount of payments received from the traveller's <u>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, they may be redeemed in parts and are transferable without any additional costs. Transferees should inform the organiser on their identity, so that they can receive the refund when the voucher has not been redeemed.</u></p>	<p>AT</p> <p>(Comments): AT welcomes the fact that the right to partially redeem vouchers has been established without the remaining voucher losing its validity. However, it should be made clearer whether the original (remaining) period of validity continues or whether there is a change due to the new voucher for the remaining amount.</p> <p>DE</p> <p>(Comments): DE: Germany welcomes the deletion of the proposal that organisers should refund travellers the remaining amount of their refund right as soon as a voucher is partially redeemed. Otherwise service providers would not be able to plan with any reliability. In addition, Germany proposes the deletion of Article 12a paragraph 3a (b) (see below).</p> <p>EE</p> <p>(Drafting Suggestions):</p>

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	<p><u>16a) On grounds of legal certainty there should be rules on the validity period of vouchers and its possible extension. It is also appropriate to lay down that, during the validity period of the voucher, the traveller’s right to a refund is suspended and to specify the instances where such suspension ends and the traveller regains their refund rights. For example, as soon as a voucher is partially redeemed, organisers should refund travellers the remaining amount of their refund right.</u> Organisers may make vouchers more attractive, for example, by increasing the amount of the voucher compared to the traveller’s refund right. In such cases, insolvency protection should be limited to the amount of payments received from the traveller’s refund right. <u>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, they may be redeemed in parts and are transferable without any additional costs. Transferees should inform the organiser on their identity, so that they can receive the refund when the voucher has not been redeemed.</u></p> <p>EE (Comments): EE: we support the approach of the PRES, according to which the traveler is entitled to a refund in the amount that he/she originally paid. However, it seems that the text does not clearly explain the meaning of the refund right, and it would be beneficial to clarify this in the recital that refund right corresponds to amount originally paid by the traveler. Also, we suggest to delete the last sentence of the recital 16a. A more detailed explanation on this is included in Article 12a, paragraph 8.</p> <p>FI (Drafting Suggestions): ...Transferees should inform the organiser on their identity, so that they</p>

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	<p>can receive the refund when the voucher <u>or part of it</u>, has not been redeemed.</p> <p>FI (Comments): We have a minor drafting proposal on the last sentence.</p> <p>FR (Drafting Suggestions): <u>(16a) On grounds of legal certainty there should be rules on the validity period of vouchers and its possible extension. It is also appropriate to lay down that, during the validity period of the voucher, the traveller’s right to a refund is suspended and to specify the instances where such suspension ends and the traveller regains their refund rights. For example, as soon as a voucher is partially redeemed, organisers should refund travellers the remaining amount of their refund right. For example, as soon as a voucher is partially redeemed, organisers should refund travellers the remaining amount of their refund right.</u> Organisers may make vouchers more attractive, for example, by increasing the amount of the voucher compared to the traveller’s refund right. In such cases, insolvency protection should be limited to the amount of payments received from the traveller’s <u>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, they may be redeemed in parts and are transferable only once without any additional costs. Transferees Traveller should be obliged to inform the organiser on their the identity of the person he wants to transfer the voucher to, in a simple way so that they can receive the refund when the voucher has not been redeemed. In order to prevent the risks of money laundering or terrorist financing, vouchers could only be transferred once.</u></p>

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	<p>FR (Comments): En premier lieu, les autorités françaises soulignent les risques liés à un transfert répété des avoirs. En effet, l'utilisation du bon à valoir mérite d'être davantage encadrée car cette utilisation n'est pas nominative (sauf pour le dernier possesseur, qui doit se signaler pour être remboursé). L'avoir apparaît aussi non-traçable qu'un paiement en espèces. Cette impossibilité de tracer les flux est un facteur de risques de blanchiment d'argent et de financement du terrorisme. <i>A titre d'exemple, cette situation peut se produire de manière récurrente dans le secteur des jeux d'argent et de hasard concernant le rachat de tickets gagnants où l'anonymat additionné à la nature même du produit rend la détection des opérations frauduleuses difficile.</i> Or, les dispositifs actuels de lutte contre le blanchiment et le financement du terrorisme ne trouveraient pas à s'appliquer pour le transfert des avoirs, ce qui pourrait créer un contournement des objectifs des directives européennes de lutte contre le blanchiment de capitaux en vigueur. <i>Pour mémoire, un plafond de paiement par espèces ou par monnaie électronique est fixé à 10.000 € dans l'Union européenne (article 80 du règlement (UE) 2024/1624 du Parlement européen et du Conseil du 31 mai 2024 relatif à la prévention de l'utilisatin du système financier aux fins du blanchiment de capitaux ou du financement du terrorisme).</i> Ainsi, introduire la possibilité d'acheter et céder un bon à valoir sans plafond alors qu'il présente des caractéristiques de facilité de transfert et de possibilité de conversion pourrait constituer une vulnérabilité. Par ailleurs, l'émission et le décaissement de bons à valoir ne ferait intervenir aucun des professionnels assujettis à la lutte contre le blanchiment et le financement du terrorisme et qui se doivent d'appliquer de strictes obligations de vigilance en vertu des standards du GAFI</p>

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	<p>(recommandations 22, 23 et 26 ainsi que le glossaire), de la réglementation européenne (article 3 du règlement (UE) 2024/1624 du Parlement européen et du Conseil du 31 mai 2024 relatif à la prévention de l'utilisation du système financier aux fins du blanchiment de capitaux ou du financement du terrorisme) et au titre de l'article L. 561-2 du code monétaire et financier. Or, ces professionnels, lorsqu'ils agissent comme intermédiaires dans une transaction, peuvent identifier une opération suspecte et ont alors le devoir de la signaler à la cellule de renseignement financier. Ce filet de sécurité serait absent dans le cas des bons à valoir émis par un voyageur.</p> <p>Les autorités françaises estiment qu'une solution simple pour limiter ces risques est de prévoir que l'avoir ne sera transférable qu'une seule fois.</p> <p>En second lieu, les autorités françaises soulignent que le mécanisme d'information par le voyageur en cas de transfert du bon à valoir doit être simple, afin de ne pas rendre ce droit inopérant.</p> <p>Elles proposent donc des amendements afin de limiter le transfert des avoirs à une seule opération et de prévoir pour le voyageur un mécanisme d'information simple.</p> <p>Enfin, en accord avec leur position à l'article 12a point 3a., les autorités françaises proposent la suppression des termes « <i>they may be redeemed in parts</i> » et le maintien de la phrase « <i>For example, as soon as a voucher is partially redeemed, organisers should refund travellers the remaining amount of their refund right.</i> ».</p> <p>First, the French authorities stress the risks associated with a repeated transfer of vouchers.</p> <p>Indeed, the use of the voucher deserves to be more regulated because this use is not nominative (except for the last owner, who must report to be refunded). The voucher appears as non-tradable as a cash payment. This</p>

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	<p>inability to trace flows is a risk factor for money laundering and terrorist financing. <i>For instance, this situation can occur on a regular basis in the gambling sector regarding exchange their cash for winning tickets, creating payouts that essentially legitimise and launder the illegal funds.</i></p> <p>However, the current mechanisms to fight against money laundering and terrorist financing would not apply to the transfer of vouchers, what could bypass the current regulation objectives of the EU regarding anti-money laundering. <i>For the record, a maximum payment by cash or electronic money is set at 10,000 € in the European Union (regulation (EU) 2024/1624 of the European Parliament and of the Council of 31 May 2024 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing).</i> Thus, introducing the possibility to buy and transfer a voucher without any cap while it still as the characteristics of transport fluency and the possibility of conversion can appear to be a vulnerability. Moreover, the issue and disbursement of vouchers would not involve any of the professionals subject to the fight against money laundering and terrorist financing and who must apply strict obligations of vigilance according to FATF standards (recommandations 22, 23 and 26 but also the glossary), the European regulation (AML package: current 5th AML directive, future 6th AML directive and regulation 2024/1624 mentioned above) and our national regulation (French Article L. 561-2 of the Monetary and Financial Code). However, these professionals, when acting as intermediaries in a transaction, can identify a suspicious transaction and then have the duty to report it to the financial intelligence unit. This safety net would be missing for vouchers issued by a tour operator.</p> <p>The French authorities consider that a simple solution to limit these risks is to ensure that the voucher will only be transferred once.</p> <p>Secondly, the French authorities stress that the mechanism according</p>

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	<p>to which the traveller must inform the organiser in the event of transfer of the voucher must be simple, so as not to render this right ineffective.</p> <p>They therefore propose amendments to limit the transfer of vouchers to a single operation and to provide for a simple information mechanism for the traveller.</p> <p>Finally, in accordance with their position in Article 12a, point 3a. , the French authorities propose to delete the terms “they may be redeemed in units” and to maintain the sentence “For example, as soon as a voucher is partially redeemed, organisers should refund travellers the remaining amount of their refund right”.</p> <p>IE</p> <p>(Comments):</p> <p>Ireland agrees with Germany’s previous suggestion to state that the insolvency protection of the voucher ends in the case where other travel services than package travel or linked travel arrangements services are booked. Otherwise, the protection of the voucher would be more extensive than the protection of a refund of the travel price in cash.</p> <p>MT</p> <p>(Comments):</p> <p>MT expresses its concern in cases where the value of a voucher is increased when compared to the refund right. Since the vouchers have a specific monetary value and, as proposed, would be able to be both partly redeemed and used for any service offered by the organiser, it is not clear when it is partly used how the calculation for the refund will be made. Additional clarification is required.</p>
<p>(17) It is conceivable for Member States to provide for mechanisms ensuring refunds to travellers in accordance with the legal requirements,</p>	

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<p>for cases where packages are cancelled due to unavoidable and extraordinary circumstances and where organisers are unable comply with their refund obligations. In order to increase transparency, Member States introducing or maintaining such mechanisms should be obliged to inform the Commission and the central contact points of the other Member States about such mechanisms. Such mechanisms are normally funded exclusively through contributions from organisers. Only in exceptional <u>and duly justified</u> circumstances can such mechanisms be co-financed by Member States, and their introduction is without prejudice to the Union provisions on State aid.</p>	<p align="center">PUBLIC</p>
<p>(18) The multitude of conceivable situations that may give rise to the termination of a package travel contract due to unavoidable and extraordinary circumstances which significantly affect the performance of a package requires a case-by-case assessment, for instance, in light of the nature and the extent of such circumstances. It should be clarified that the termination of a contract is possible if it can be reasonably expected that its performance will be significantly affected by unavoidable and extraordinary circumstances. <u>The assessment as to whether unavoidable and extraordinary circumstances will have significant effects on the performance of the package must be based on a prediction, at the moment of the termination of the contract, of the likelihood that the unavoidable and extraordinary 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. Effects of unavoidable and extraordinary</u></p>	<p>AT (Comments): The phrasing ‘...should be taken into account where they affect the performance of travel services included in the package travel contract’ seems inaccurate. A package can be performed, however, a single travel service is not performed, but rather provided. So it would be preferable to speak of ‘provision of travel services’. It should also be clarified that in the case of a journey that is not part of a package, circumstances such as traffic jams, train delays or similar restrictions of this magnitude are not unavoidable and extraordinary circumstances.</p> <p>DE (Comments): DE: Germany welcomes the decision to avoid a reference to unavoidable, exceptional circumstances at the place of residence. In Germany's point of view, however, circumstances at the place of departure should only be covered if the package travel also includes transport from the place of departure to the destination. Otherwise, the</p>

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<p><u>circumstances occurring at the place of departure, destination 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.</u></p>	<p>traveler’s risk of unavoidable, extraordinary circumstances at the place of departure would have to be borne solely by the organiser. That would lead to an inappropriate shift of a general life risk. In this respect, Germany would like to reiterate its request for support for the german alternative proposal outlined below (Art. 12 par. 2). Furthermore it should be clarified in a recital, what exactly is meant by “place of departure”.</p> <p>EL (Comments): We believe that, the situation at traveller’s place of departure should not be considered as a possible reason for free cancellation by the traveller. The tour operator should only be liable for what is set out in the package travel contract. However, if the Commission finally decides to introduce such a right, then Article 22(2), referring to the organiser's right of redress, should be aligned with Article 12(2), meaning that the organiser should be refunded for all services composing the package, even the ones that were performed or could have been performed. Otherwise, there is a strong possibility that a supplier will retain the travellers' monies, leading the organiser to reimburse the traveller from its own funds, further weakening the organiser's liquidity and giving the suppliers an unfair advantage in retaining the traveller's monies.</p> <p>ES (Comments): We support this wording because in our view it is very consistent with the case law of the European Court of Justice.</p> <p>FR (Drafting Suggestions): (18) The multitude of conceivable situations that may give rise to the</p>

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	<p>termination of a package travel contract due to unavoidable and extraordinary circumstances which significantly affect the performance of a package requires a case-by-case assessment, for instance, in light of the nature and the extent of such circumstances. It should be clarified that the termination of a contract is possible if it can be reasonably expected that its performance will be significantly affected by unavoidable and extraordinary circumstances. <u>The assessment as to whether unavoidable and extraordinary circumstances will have significant effects on the performance of the package must be based on a prediction, at the moment of the termination of the contract, of the likelihood that the unavoidable and extraordinary 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. Effects of unavoidable and extraordinary circumstances occurring at the place of departure, destination 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.</u></p> <p>FR</p> <p>(Comments): S’agissant de la prise en compte du lieu de départ, telle que mentionnée dans l’article 12 paragraphe 2 et dans le considérant 18, les autorités françaises réitèrent leur opposition à la prise en compte des lieux de départ. Ce changement aboutirait en effet à une multiplication des contentieux.</p>

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	<p>Elles proposent donc un amendement en ce sens. With regard to the place of departure, as mentioned in Article 12 paragraph 2 and in recital 18, the French authorities reiterate their opposition to taking into account the places of departure. This change would indeed lead to an increase in litigation. Thus, they suggest a drafting amendment. IT (Drafting Suggestions): (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, taking into account objective circumstances outside the subjective sphere of the traveller. Illnesses or accidents occurring to the traveller or a member of his family prior to departure are not considered relevant circumstances within the meaning of this provision. 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 and on the likelihood that they will also be present when the contract will be executed. 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</p>

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	<p>circumspect, based on information available at the date of termination of the package travel contract in question. Effects of unavoidable and extraordinary circumstances occurring at the place of departure, destination 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</p> <p>IT</p> <p>(Comments):</p> <p>It is essential that this point clarify, possibly with examples, that the travellers' illness or injury does not fall within the scope of the unavoidable and extraordinary circumstances, just as much as the occurrence of an event falling within the subjective sphere (e.g. cancellation of the honeymoon because one of the spouses has decided to cancel the wedding). In the absence of this clarification, claims for reimbursement for any event falling within the subjective sphere of the traveller, from illness to a sprained ankle, will rain down on the organisers: travellers will argue that these are events beyond their control that effectively and objectively prevent them from fully enjoying the package, and they will assert their right to reimbursement. The organisers will never be able to do the same with their suppliers.</p>
<p><u>(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, taking into account, where appropriate, personal circumstances of the travellers concerned, such as the fact of travelling with young children or of</u></p>	<p>AT</p> <p>(Comments):</p> <p>It should be ensured that the case law of the ECJ is accurately reproduced. In C-299/22 it is stated that: ‘As regards, more specifically, the possible relevance, for the purposes of assessing the condition relating to the existence of such effects, of personal factors relating to the individual situation of travellers, such as the fact of travelling with young</p>

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<p><u>belonging to a higher-risk group.</u></p>	<p>children or of belonging to a higher-risk group, it should be emphasised that those consequences must be established objectively, in the same way as the circumstances which caused them [...]’ (paragraph 54). ‘This does not call into question the fact that personal factors are not sufficient, as such, to justify the traveller concerned exercising his right to terminate a package travel contract without paying a termination fee, in accordance with Article 12(2) of Directive 2015/2302, in so far as such factors are only relevant where they are such as to influence the assessment of the consequences objectively attributable to the occurrence of ‘unavoidable and extraordinary circumstances’, within the meaning of that provision.’ (paragraph 57)</p> <p>DE (Drafting Suggestions): Delete para. 18a.</p> <p>DE (Comments): DE: Germany is reluctant to take into account personal circumstances of the traveller, as this would unduly extend the responsibility of the organiser.</p> <p>EE (Drafting Suggestions): <u>(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, taking into account, where appropriate, personal circumstances of the travellers concerned, such as the fact of travelling with young children or of belonging to a higher-risk group.</u></p>

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	<p>EE (Comments): EE: In general, we see changes to article 12 as positive. However we propose to delete the last part of the sentence starting from "... taking into account[...] in given recital. We understand that this explanation has been taken from the latest ECJ case law (C-299/22), however, this interpretation is given in the context of a specific worldwide pandemic. Firstly, if this explanation is added, it should be clarified, that this could occur in particularly in the case of a health crisis, such as the spread of COVID-19 (as stipulates in C-299/22 point 56 and 57). Meaning it should be clearly stated that personal factors are not sufficient, as such, to justify the traveller concerned exercising his right to terminate a package travel contract without paying a termination fee. Secondly, it should be specified that those circumstances can be taken into account in so far as they are objective in nature or if the parties have agreed on special conditions, i.e. the package was specifically adapted to the travellers needs or the organizer knew of the specific needs of the traveller (see C-299/22 point 55 and 59).</p> <p>ES (Drafting Suggestions): 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 that they could not take into consideration at the time of booking, including, where appropriate, personal factors relating to the individual situation of those travellers. The possible relevance of such circumstances and their effects on personal factors should be established objectively.</p>

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	<p>ES (Comments): We wish to increase legal certainty and, at the same time, we consider it essential not to reduce the degree of consumer protection recognised for the current directive by case law (among others, Case C-299/22).</p> <p>“Article 12(2) of Directive 2015/2302 must be interpreted as meaning that the concept of ‘unavoidable and extraordinary circumstances significantly affecting the performance of the package, or which significantly affect the carriage of passengers to the destination’ of the trip in question, covers not only circumstances which make it impossible to perform that package but also circumstances which, without preventing such performance, mean that <u>the package cannot be performed without exposing the travellers concerned to risks to their health and safety, taking into account, where appropriate, personal factors relating to the individual situation of those travellers</u>. The assessment of such effects must be made from the perspective of an average traveller who is reasonably well-informed and reasonably observant and circumspect on the date of termination of the package travel contract in question.</p> <p>As regards, more specifically, the possible relevance, for the purposes of assessing the condition relating to the existence of such effects, of personal factors relating to the individual situation of travellers, such as the fact of travelling with young children or of belonging to a higher-risk group, it should be emphasised that <u>those consequences must be established objectively, in the same way as the circumstances which caused them</u>, referred to in paragraph 31 of this judgment”</p> <p>However, we are concerned that specifically mentioning groups of travellers, such as children, may result in higher prices targeted at these travellers.</p> <p>We therefore propose to distinguish between extraordinary</p>

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	<p>circumstances, which should be analysed objectively, and individual risk factors, which should be taken into account to the extent that they can reasonably be affected by such circumstances. In this way, we avoid subjective personal characteristics being understood as extraordinary circumstances.</p> <p>Thus, having suffered a fall that reduces mobility after booking the trip and before the start of the trip would not in itself be an extraordinary circumstance. However, if unforeseeable changes have occurred which result in objective circumstances that did not exist at the time of booking (e.g. pavements in poor condition and irregular functioning of lifts at the destination after an earthquake) and which differ from the information provided by the organiser at the time of booking (e.g. in terms of accessibility for disabled persons or persons with reduced mobility), extraordinary circumstances would be present.</p> <p>FR</p> <p>(Drafting Suggestions):</p> <p><u>(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, taking into account, where appropriate, personal circumstances of the travellers concerned, such as the fact of travelling with young children or of belonging to a higher risk group.</u></p> <p>FR</p> <p>(Comments):</p> <p>Les autorités françaises réitèrent leur position selon laquelle les circonstances exceptionnelles et inévitables devraient résulter de phénomènes irrépressibles objectifs, et donc s'appliquer aux voyageurs,</p>

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	<p>quels qu'ils soient. Elles restent donc très réservées à l'introduction de considérations qui risqueraient de complexifier la notion de circonstances exceptionnelles et inévitables et augmenteraient les risques de contentieux.</p> <p>Elles proposent donc des amendements en ce sens.</p> <p>The French authorities reiterate their position according to which exceptional and unavoidable circumstances should result from objective irrepressible phenomena, and therefore should apply to travelers, whoever they may be. They therefore remain very cautious about introducing considerations which could complicate the notion of exceptional and unavoidable circumstances and would increase the risk of litigation.</p> <p>Thus, they suggest drafting amendments.</p> <p>IE (Comments): Ireland believes it should be clearly stated that personal factors are not sufficient, as such, to justify the traveller concerned exercising his right to terminate a package travel contract without paying a termination. The existence of unavoidable and extraordinary circumstances to be taken into account must be objective. Personal circumstances involve a high degree of interpretation, making application in practice difficult and likely to increase the risk of litigation.</p> <p>IT (Drafting Suggestions): Unavoidable and extraordinary circumstances may cover not only circumstances which make it impossible to perform a package but also objective circumstances that will reasonably be present at the date of departure which, without preventing such performance, mean that the package cannot be performed without exposing the travellers concerned to risks to their health and safety, taking into account, where appropriate,</p>

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	<p>personal circumstances of the travellers concerned, such as the fact of travelling with young children or of belonging to a higher-risk group.</p> <p>IT (Comments): It is essential that is very clear that the circumstances to be taken into consideration are objective, further clarifying the meaning of this. This Recital involves a high degree of interpretation and this would make more difficult its correct practical application. Prediction and assessment on a case-by-case basis must be based on objective criteria in order to avoid constant litigation in practice. Travellers must be protected on the basis of objectively assessable circumstances, albeit related to subjective conditions; and not on the basis of circumstances based on the level of anxiety and fear of individual travellers. In practice, it is observed that the decision of customers, when faced with the same event, is always very subjective; the same event prompts anxious and frightened travellers to cancel and others to leave, without raising any issues.</p>
<p><u>(19) 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, can be elements to be taken into account in the assessment of whether a termination of the contract is justified. Every situation needs to be assessed 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</u></p>	<p>AT (Comments): AT prefers a wording regarding official travel warnings that is not binding. Travel warnings can be an important element in the assessment of whether a termination of the contract was justified, but they do not have to be. This should continue to be evaluated on a case-by-case basis. With a phrasing that is not binding the challenges with contradicting travel warnings, that other Member States pointed out, would not be as problematic.</p> <p>CZ (Comments): CZ agrees, however, it points out that the text of the recital needs to be</p>

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<p>‘unavoidable and extraordinary circumstances’ including in relation to the relevance of official 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. These official travel warnings are in practice used, are important elements to determine if there are ‘unavoidable and extraordinary circumstances’ and if those circumstances will have significant effects on the performance of the package when assessing the justification of the termination of a contract. It should also be clarified that Serious restrictions at the travel destination or applying after returning from the trip or holiday, such as quarantine requirements for a significant period, are also relevant when assessing the justification of the termination of a package travel contract.</p>	<p>brought in line with Article 12(2) (the traveller’s residence). DE (Drafting Suggestions): Delete travel warning issued by member state of departure or destination. DE (Comments): DE: In the interests of legal certainty, this provision should only cover travel warnings issued by an authorised and responsible authority for the traveller's place of residence. Otherwise, there is a risk of considerable legal uncertainty in the event of contradictory travel warnings in different countries. Therefore, travel warnings at the point of departure and destination should be cancelled. If the cancellation demanded by Germany will not be implemented, the term ‘official travel warning’ would need to be clarified in more concrete terms so that it is clear which authorities in the Member States should have the competence to issue a relevant travel warning. DK (Comments): Is it intended that official travel warnings only “can” be elements that can be taken into account, or should the word “can” be replaced with “shall”? EE (Drafting Suggestions): <u>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, can be elements to be taken into account in the assessment</u></p>

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	<p><u>of whether a termination of the contract is justified. Every situation needs to be assessed 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.</u></p> <p>EE (Comments): EE welcomes the new wording in recital 19 and inclusion of travel warnings only in the recital (instead of normative text). Additionally, we propose deleting the reference to the authorities of the Member State of the traveller's residence, as this Member State may not be linked with the country of departure, and therefore, the reference to that country is not relevant. Similarly, the reference to the residence country's authority has already been removed from the text of Article 12.</p> <p>ES (Drafting Suggestions): (19) Official warnings against travel to a particular destination issued by the authorities of the country of destination should justify the termination of the contract. Other official warnings from the Member State of departure or residence of the traveller, or the fact that travellers will be subject to severe restrictions at the travel destination or in the Member State of residence or departure after returning from the trip or holiday, may be elements to take into account when assessing whether termination of the contract is justified. Each situation should be assessed on a case-by-case basis. In any case, a distinction should be made between official warnings from the competent authorities and mere non-binding recommendations issued by Ministries of Foreign Affairs. Moreover, the absence of official travel warnings does not preclude the determination of the existence of such circumstances and their effect on the performance of</p>

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	<p>the package. ES (Comments): The difference between travel recommendations by the Ministries of Foreign Affairs and official warnings by the competent authorities, e.g. for health or public order, especially, but not only, in the country of destination, should be made clearer. While the former could be taken into account in a case-by-case analysis alongside other elements, the latter should be included in the articles as one of the reasons for justified cancellation of the trip or holiday. FI (Drafting Suggestions): ... <u>whether a termination of the contract is justified, there are unavoidable and extraordinary circumstances and if those circumstances will have significant effects on the performance of the package.</u> FI (Comments): We have a small drafting proposal: “whether a termination of the contract” in the new text should be replaced with “whether there are unavoidable and extraordinary circumstances and if those circumstances will have significant effects on the performance of the package” because there is a reference to “those circumstances” in the sentence concerning the absence of official travel warnings. FR (Drafting Suggestions): (19) Official warnings against travel to a particular destination</p>

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	<p>issued by the authorities of the Member State of departure or traveller's residence or the country of destination, or t 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, can be elements to be taken into account in the assessment of whether a termination of the contract is justified. Every situation needs to be assessed 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 official 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. These official travel warnings are in practice used, are important elements to determine if there are 'unavoidable and extraordinary circumstances' and if those circumstances will have significant effects on the performance of the package when assessing the justification of the termination of a contract. It should also be clarified that Serious restrictions at the travel destination or applying after returning from the trip or holiday, such as quarantine requirements for a significant period, are also relevant when assessing the justification of the termination of a package travel contract.</p> <p>FR</p> <p>(Comments):</p> <p>Les autorités françaises remercient la présidence et saluent la suppression des conseils aux voyageurs comme critère possible des circonstances exceptionnelles et inévitables dans le texte de l'article</p>

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	<p>12, au point 3.a. <u>Elles considèrent que cette évolution va dans le bon sens.</u></p> <p>En revanche, elles observent que ces critères sont réintégrés au considérant 19 et réitèrent leur opposition à l'introduction de la mention des conseils aux voyageurs et le lien établi avec la caractérisation d'une situation de « circonstances exceptionnelles et inévitables ».</p> <p>Les autorités françaises constatent qu'il n'existe guère d'harmonisation à l'échelle de l'UE en matière de pratique d'émissions d'avertissements aux voyageurs, ni même d'évaluation uniforme entre États membres de la situation dans une région, un lieu ou un pays, ce qui pourrait mener à l'introduction d'une inégalité de traitement entre les consommateurs, et poser un risque d'insécurité juridique en cas d'avertissements aux voyageurs contradictoires entre différents pays.</p> <p>Par ailleurs, elles soulignent que leur position s'inscrit dans la droite ligne de la jurisprudence de la Cour de justice de l'Union européenne. La Cour, qui était interrogée sur nécessité (ou non) de constater l'existence de recommandations aux voyageurs « négatives » pour que soient reconnues des circonstances exceptionnelles et inévitables a répondu par la négative, dans son arrêt C-299/22 (points 27 à 36, en particulier point 35) du 29 février 2024. Elle a notamment mis en avant l'absence d'harmonisation en matière de conseils aux voyageurs : leur intégration dans l'équation contreviendrait à l'objectif d'harmonisation de la directive. Les autorités françaises souhaitent donc rester sur la position équilibrée de la Cour.</p> <p>Dès lors, afin d'éviter les risques contentieux en matière de conseils ainsi que ceux relatifs à une inégalité de traitement entre les voyageurs selon leur pays d'origine et/ou résidence, les autorités françaises réitèrent leur demande de suppression de cette mention dans l'ensemble du texte, y compris au considérant (19).</p>

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	<p>Enfin, les autorités rappellent notamment que :</p> <ul style="list-style-type: none"> - les conseils aux voyageurs ne relèvent en aucun cas d'une compétence de l'UE, mais de la politique consulaire des États membres pour laquelle l'UE n'a qu'une compétence d'appui : leur intégration expresse à tout texte normatif européen est donc à observer avec la plus grande prudence, quand bien même ce serait par simple référence ; - si les conseils aux voyageurs sont dépourvus de caractère normatif et impératif, ils pourraient fonder l'engagement de la responsabilité de l'État pour faute ; leur intégration expresse dans la directive apparait à cet égard susceptible de renforcer le risque de recours à l'encontre de l'État, en parallèle des litiges entre consommateurs et prestataires de services de voyage. <p>The French authorities thank the Presidency and welcome the removal of travel advice as a possible criterion of exceptional and unavoidable circumstances in the text of Article 12, paragraph 3.a. <u>They see this development as going in the right direction.</u></p> <p>On the other hand, they observe that these criteria are reinstated in recital 19 and reiterate their opposition to the introduction of the mention of travel advice and the link established with the characterization of a situation of «exceptional and unavoidable circumstances».</p> <p>The French authorities note that there is a lack of EU-wide harmonization of the practice of issuing travel warnings, or even a uniform assessment between Member States of the situation in a region, a place or country, which could lead to the introduction of unequal treatment between consumers, and pose a risk of legal uncertainty in case of conflicting travel warnings between different countries.</p> <p>Moreover, they stress that their position is in line with the jurisprudence of the Court of Justice of the European Union. The Court, which was</p>

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	<p>asked whether (or not) it was necessary to establish the existence of recommendations to «negative» travelers in order to recognize exceptional and unavoidable circumstances, replied in the negative, in its judgment C-299/22 (points 27 to 36, in particular point 35) of 29 February 2024. In particular, it highlighted the lack of harmonization in the field of travel advice: their integration into the equation would run counter to the directive’s objective of harmonization. The French authorities therefore wish to remain on the balanced position of the Court.</p> <p>Therefore, in order to avoid litigation risks in terms of advice and those relating to unequal treatment between travelers according to their country of origin and/ or residence, the French authorities reiterate their request to delete this reference throughout the text, including recital (19).</p> <p>Finally, the French authorities underline that:</p> <ul style="list-style-type: none"> - travel advice does not in any way fall within the competence of the EU, but rather under the consular policy of the Member States for which the EU only has a supporting competence: their express inclusion into any European normative text is therefore to be observed with the greatest caution, even if it is by simple reference; - if the travel advice is not prescriptive and mandatory, it could provide a basis for the State to be held liable for fault; their express integration into the directive seems likely to reinforce the risk of recourse against the State, in parallel with disputes between consumers and travel service providers. <p>IE</p> <p>(Comments):</p> <p>Ireland agrees with the changes made to recital 19. We approve of the use of similar wording to the text of the opinion of ECJ in Case C-299-22, that official travel warnings may have considerable evidential value.</p>

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	<p>MT (Comments): MT has no objection in principle to modify Recital 19 as suggested by the Presidency.</p> <p>SE (Comments): SE supports this change.</p> <p>SI (Comments): SI supports the amendment.</p>
<p>(20) It should also be clarified that the 14-day refund period, which is triggered by the <u>any</u> termination of the contract, applies regardless of whether the traveller specifically asks for a refund. <u>The organiser should reimburse all payments made by or on behalf of the traveller for the package. It is also appropriate to specify that, where insurance is part of the package travel contract, organisers may subtract any amount paid for periods of insurance cover already enjoyed by the traveller, such as cancellation insurance.</u></p>	<p>AT (Comments): The deletion of travel insurance is welcomed. It would not be appropriate to include insurance law in the PTD.</p> <p>CZ (Comments): CZ agrees.</p> <p>DE (Comments): DE: Germany welcomes the deletion of the reference to insurances.</p> <p>EE (Comments): EE: support the deletion of last sentence.</p> <p>FI (Comments): We support the deletion We do not support including references to financial services or any other types of services than tourist services in this directive. If insurance</p>

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	<p>premiums are mentioned also for example interest from credits used to finance the trip should also be mentioned. Furthermore operating insurance business as an insurer requires authorisation under Solvency II directive, with the exception of small insurance companies.</p> <p>If the organiser acts as an insurance intermediary the organiser is not party to the insurance contract.</p> <p>FR</p> <p>(Drafting Suggestions):</p> <p>(20) It should also be clarified that the 14-day refund period, which is triggered by the <u>any</u> termination of the contract, applies regardless of whether the traveller specifically asks for a refund. <u>The organiser should reimburse all payments made by or on behalf of the traveller for the package, including the application fees. It is also appropriate to specify that, where insurance is part of the package travel contract, organisers may subtract any amount paid for periods of insurance cover already enjoyed by the traveller, such as cancellation insurance</u></p> <p><u>It is also appropriate to specify that, where insurance is part of the package travel contract, organisers may subtract any amount paid for periods of insurance cover already enjoyed by the traveller, such as cancellation insurance.</u></p> <p>FR</p> <p>(Comments):</p> <p>Les autorités françaises demandent le maintien de la phrase barrée pour prendre en compte les frais d'assurance (« <i>It is also appropriate to specify that, where insurance is part of the package travel contract, organisers may subtract any amount paid for periods of insurance cover already enjoyed by the traveller, such as cancellation insurance</i> ») et proposent aussi de préciser que les frais de dossier doivent dans tous les cas être intégralement remboursés.</p>

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	<p>Les consommateurs ont subi des frais de dossier indûment facturés lors de remboursement de voyages pendant la période du covid par les voyagistes ; ces pratiques sont préjudicables pour le consommateur et il conviendrait de les interdire explicitement à l’occasion de la révision de la directive.</p> <p>The French authorities ask that the crossed-out sentence be maintained to take into account insurance costs (“It is also appropriate to specify that, where insurance is part of the package travel contract, organisers may subtract any amount paid for periods of insurance cover already enjoyed by the traveller, such as cancellation insurance”) and also propose to specify that the handling fees must in all cases be fully reimbursed.</p> <p>Consumers have incurred ma administrative fees unduly charged when refunding trips during the covid period by tour operators: such practices are harmful for the consumer and should be explicitly forbidden in the new directive.</p> <p>MT (Comments): MT agrees with Presidency’s proposal to delete references to insurance for the following reasons:</p> <ol style="list-style-type: none"> 1. The actual insurance in the current Directive is not considered a travel service – Vide Recital 17 - <i>Financial services such as travel insurances should not be considered as travel services</i> and this should remain as conceptually the travel insurance is an external factor to the package and is there to protect the traveller vis-à-vis the package purchased. 2. Travel insurances are commonly sold holistically and the premium paid is not broken down but it would cover a comprehensive policy. Calculating the percentage of refund can prove challenging and create disputes.

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	<p>SE (Comments): SE supports this change.</p> <p>SI (Comments): We have reservations about this change, we were more in favour of the previous text, which allowed the organizer to keep the premiums paid in respect of the already insured period before the termination of the contract.</p>
<p>(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, including due to a price reduction, or had received a voucher from the organiser before its insolvency.</p>	<p>DE (Comments): DE: Germany rejects the inclusion of refunds due to price reductions in the scope of the insolvency protection according to Article 17 (see below).</p> <p>EE (Drafting Suggestions): (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, including due to a price reduction, or <u>a traveller</u> had received a voucher from the organiser before its insolvency.</p> <p>EE (Comments): EE: We request that the part of “and cases where a traveller was entitled to a refund, including due to a price reduction,” be deleted, as it causes</p>

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	<p>confusion and is not practically feasible. Please see our comment on article 17, paragraph 1.</p>
<p>(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.</p>	<p>DE (Comments): DE: Germany asks the Presidency to specify in their next proposal what exactly is meant by “Member States should supervise the insolvency protection of organizers and monitor the availability of insolvency protection”. Should insolvency protection be regularly supervised by a state authority or is it sufficient to check whether an organizer has insolvency protection if there is a specific suspicion? Is it sufficient to ensure that every organiser has access to insolvency protection?</p> <p>EE (Comments): EE welcomes the Presidency text.</p> <p>MT (Comments): MT agrees with this proposal. However, MT would like to highlight the fact that there effectively always be a time-lag between the actual identification of increases in the volume of the packages and the actual action taken to adjust the insolvency protection.</p>
<p>(23) Regarding refunds of travellers’ payments in case of an organiser’s insolvency, the period for refunds should be further specified, referring to 3 12 9 months after the traveller has submitted the documents necessary to examine the request. Member States can provide for a shorter</p>	<p>CZ (Comments): CZ proposed a period of 6 months at previous meetings, which it considers sufficient. However, CZ can agree with the 9 months period</p>

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<p><u>deadline. It is appropriate to oblige organisers to notify the travellers about their insolvency without undue delay and to provide all relevant information about the mechanism of requesting refunds.</u> 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.</p>	<p>with a possibility of a shorter deadline for MSs.</p> <p>DE (Comments): DE: Germany rejects the shortening of the reimbursement period in the event of insolvency to a maximum of nine months. The current insolvency of FTI will show whether even the period of 12 months contained in the last text proposal is practicable for a proper refund procedure.</p> <p>EE (Comments): EE: we can be flexible regarding 9 months refund period, can also support 6 month period. Also, in general, we agree that it is important that travelers are informed of the insolvency protection and given special instructions. However, we have doubts whether such obligations of the organisers, depending on the circumstances, can be effective and they might not have all relevant information. Please see our comments on article 17 paragraph 6a.</p> <p>FI (Comments): We consider three months too short a deadline and would have preferred the current text “without undue delay”. The proposed 9 months is however better than 3 months.</p> <p>FR (Drafting Suggestions): (23) Regarding refunds of travellers’ payments in case of an organiser’s insolvency, the period for refunds should be further specified, referring to 3-12 9 6 months after the traveller has submitted the documents necessary to examine the request. Member States can provide for a shorter deadline. They may also establish the list of documents that the</p>

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	<p>traveler must submit for the examination of his request. It is appropriate to oblige organisers to notify the travellers about their insolvency without undue delay and to provide all relevant information about the mechanism of requesting refunds. 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.</p> <p>FR</p> <p>(Comments): Les autorités françaises préfèrent le délai de 6 mois au délai de 9 mois proposé dans le nouveau compromis qui est trop long pour les consommateurs ; elles notent néanmoins que l'introduction d'un délai chiffré constitue déjà un progrès par rapport à la directive actuelle. Elles proposent par ailleurs que chaque État Membre puisse fixer la liste des documents que le voyageur doit présenter pour l'examen de sa demande. The French authorities prefer a period of 6 months instead of 9 months as proposed in the new compromise; nevertheless, they consider that the introduction of a quantified deadline is already a step forward compared to the current directive. They also suggest to enable each Member State to establish the list of documents to be joined to the traveller's demand.</p> <p>IT</p> <p>(Comments): We remain still in favour of 12 months as the deadline for reimbursing the traveller for payments affected by the organiser's insolvency, starting from the presentation by the traveller of the necessary documents to examine the claim. However, should an agreement be reached between the delegations on the 9-month deadline, we propose not to further reduce</p>

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	<p>the time period. MT (Drafting Suggestions): 23) Regarding refunds of <u>travellers'</u> payments in case of an organiser's insolvency, the period for refunds should be further specified, referring to <u>9</u> months after the traveller has submitted the documents necessary to examine the request and the organiser has been legally declared insolvent as per national insolvency legislation. Member States can provide for a shorter deadline. It is appropriate to oblige organisers to notify the travellers about their insolvency without undue delay and to provide all relevant information about the mechanism of requesting refunds. 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.. MT (Comments): Malta would like to comment that it would consider the proposed compromise of 9 months for refunds to travellers in case of insolvencies, as acceptable, subject to the insertion that in addition to the submission of all relevant documentation being submitted by the traveller, the wording after the organiser has been legally declared insolvent as per national insolvency legislation. A proposed wording has been sent by MT in this respect. SI (Comments): SI supports the amendment.</p>
<p>(24) It should be clarified that the central contact points are responsible for the exchange of information in relation to insolvency protection and</p>	

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<p>related questions, including any mechanisms to ensure timely refunds for terminated package travel contracts.</p>	
<p>(25) It is important that travellers are properly informed on their rights, are able to understand the information provided to them and have access to that information when they need it. Therefore, certain changes should be made regarding pre-contractual information requirements, the content of a package travel contract and the standard information forms set out in Annexes I and II to Directive (EU) 2015/2302. For example, the standard information forms in Annex I should specify the trader responsible for refunds for cancelled packages. The right to terminate a package travel contract without a fee due to unavoidable and extraordinary circumstances should be presented next to the possibility to cancel a package subject to a cancellation fee. In addition, organisers should be obliged to add the standard information form to the contract so that it is available to travellers after the conclusion of the contract, along with contact details of the relevant traders.</p>	<p>IT (Drafting Suggestions): It is important that travellers are properly informed on their rights, are able to understand the information provided to them and have access to that information when they need it. Therefore, certain changes should be made regarding pre-contractual information requirements, the content of a package travel contract and the standard information forms set out in Annexes I and II to Directive (EU) 2015/2302. For example, the standard information forms in Annex I should specify the trader responsible for refunds for cancelled packages. The right to terminate a package travel contract without a fee due to unavoidable and extraordinary circumstances should be presented next to the possibility to cancel a package subject to a cancellation fee, for example in case of termination due to illness of the traveller. In addition, organisers should be obliged to add the standard information form to the contract so that it is available to travellers after the conclusion of the contract, along with contact details of the relevant traders</p> <p>IT (Comments): We would like to clarify here as well the exclusion of subjective cases (e.g. illness, accident, marriage cancellation, etc.)</p>
<p>(26) Directive (EU) 2015/2302 should, therefore, be amended accordingly.</p>	
<p>(27) Since the objective of this Directive, namely to contribute to the</p>	

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<p>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.</p>	
<p>(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.</p>	
<p>(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,</p>	

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<p>HAVE ADOPTED THIS DIRECTIVE:</p>	
<p><i>Article 1</i></p>	
<p>Amendments to Directive (EU) 2015/2302</p>	
<p>Directive (EU) 2015/2302 is amended as follows:</p>	
	<p>FR (Drafting Suggestions): <i>Option A: opt to delete LTAs</i> (1A) In the title, the words “and linked travel arrangements” are deleted.</p> <p>FR (Comments): Les autorités françaises proposent cette mesure de coordination liée à la suppression de la notion de prestation de voyage liée. The French authorities propose this coordination measure linked to the abolition of the concept of “linked travel arrangement” (LTA).</p>
<p>(1) Article 1 is replaced by the following:</p>	
<p><i>Article 1</i></p>	
<p>Subject matter</p>	
<p>‘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</p>	<p>FI (Drafting Suggestions): ‘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</p>

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<p>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’.</p>	<p>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’.</p> <p>FI (Comments): We support deletion of LTAs. B2B relations should be based on freedom of contract and no mandatory provisions should apply.</p> <p>FR (Drafting Suggestions): <i>Option A: opt to delete LTAs</i> ‘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’.</p> <p>FR (Comments): Les autorités françaises proposent cette mesure de coordination liée à la suppression de la notion de prestation de voyage liée. The French authorities propose this coordination measure linked to the abolition of the concept of LTA.</p>
<p>(2) in Article 2, paragraph 1 is replaced by the following:</p>	

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<p>‘1. This Directive applies to packages offered for sale or sold by traders to travellers and to linked travel arrangements facilitated by traders for travellers.</p>	<p>FI (Drafting Suggestions): 1. This Directive applies to packages offered for sale or sold by traders to travellers and to linked travel arrangements facilitated by traders for travellers.</p> <p>FR (Drafting Suggestions): 1. This Directive applies to packages offered for sale or sold by traders to travellers and to packages organized, on a regular basis, by a professional who also reserves the different services included in these packages with service providers in exchange for monetary remuneration paid by these professionals and to linked travel arrangements facilitated by traders for travellers.</p> <p>FR (Comments): Les autorités françaises estiment que le périmètre actuel de la directive est imprécis. La notion « offre à la vente » est trop floue. Elles proposent une rédaction alternative visant à permettre une distinction simple entre les professionnels qui doivent être soumis aux dispositions telles que la garantie financière, et ceux qui n’interviennent qu’à titre exceptionnel dans le domaine des voyages. Par ailleurs, les autorités françaises rappellent qu’il est nécessaire de supprimer la prestation de voyage liée dont la définition n’est pas claire. Ce flou provoque en effet une grande insécurité juridique pour le professionnels sans offrir de protection réelle au consommateur. The French authorities consider that the current scope of the directive is imprecise. The notion of “offer for sale” is too vague. They propose an alternative wording aimed at allowing a simple</p>

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	<p>distinction between professionals who must be subject to provisions such as financial guarantee, and those who are only involved in travel on an exceptional basis. Furthermore, the French authorities recall that it is necessary to delete the linked travel arrangement, the definition of which is not clear. This vagueness causes great legal uncertainty for professionals without offering real protection to the consumer.</p>
<p>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.</p>	<p>FI (Drafting Suggestions): 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.</p>
<p>(3) Article 3 is amended as follows:</p>	<p>CZ (Drafting Suggestions): In Article 3 the following point (17) is added '(17) 'insolvency' means a status when organiser fails to meet its payable monetary obligations'. CZ (Comments): To define what 'insolvency' means for the purposes of this Directive we propose to add the new point 17 in Article 3. Currently it is not clear whether Directive 2015/2302 refers to an insolvency or a bankruptcy of which travellers are to be protected from as</p> <ol style="list-style-type: none"> i. a real/actual status (a travel agency fails to meet its payable monetary obligations), or ii. a legal status (the insolvency of a travel agency has been declared by the competent authority of a Member State).

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	<p>We consider this clarification essential for determining the origin of the travellers' related rights. To ensure a high level of consumer protection we suggest define 'insolvency' as a real/actual status.</p>
<p>(a) point 2 is replaced by the following:</p>	
<p>'(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:</p>	<p>CZ (Comments): CZ agrees with the proposed changes and returning to the current definition. PT (Comments): With regard to this article, it should once again be noted that the proposed amendments initially presented by COM, while not fully resolving the problems of interpretation that the definitions currently in force raise, have, at least in part, contributed to clarifying the concepts, namely by eliminating the existing overlap between the definition of package and Itas (through the elimination of point 5(a) of article 3). In this sense, while it is considered that COM's amendments have not solved all the problems of interpretation, raising some questions with regard to the definition of "package", there are improvements compared to the text currently in force, particularly with regard to simplifying the definition of Itas.</p>
<p>(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</p>	

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<p>contract on all services is concluded; or</p>	
<p>(b) irrespective of whether separate contracts are concluded with individual travel service providers, and:</p>	<p>MT (Drafting Suggestions): irrespective of whether separate contracts are concluded with individual travel service providers, and if: MT (Comments): MT wants to delete ‘and’ and replace it with ‘if’</p>
<p>(i) those services are purchased from a single point of sale and</p>	
<p>–have been selected before the traveller agrees to pay, or</p>	<p>MT (Drafting Suggestions): Have been selected before the traveller agrees pays or partly pays, or MT (Comments): The term ‘agreed to pay’ can give rise to uncertainty when this was actually done. Actual payment is a more tangible and determinate factor. MT is basically calling for more legal certainty in the text to cover all possible eventualities full payments and part payments.</p>
<p>–other types of travel services are booked within 3 hours after the traveller agreed to pay for the first travel service, or</p>	<p>DE (Comments): DE: Germany strongly supports the deletion. DK (Comments): Denmark considers it appropriate to maintain this part of the definition of a package, if LTAs are deleted.</p>

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	<p>EE (Comments): EE: strong support for deletion of 3 hours</p> <p>FI (Comments): We strongly support this deletion. The definition of a package included time limits that would have been almost impossible for traders to comply with and supervisors to supervise and would not have been justifiable from the point of view of passenger protection.</p> <p>FR (Comments): Les autorités françaises approuvent la suppression de ces délais. The French authorities approve the deletion of the deadlines.</p> <p>PL (Drafting Suggestions): changes accepted</p> <p>PL (Comments): we stand by the position</p> <p>SE (Comments): SE supports this change.</p> <p>SK (Comments): SK: We support deleting the 3 and 24 hours criteria for defining a package. We believe that the time limits in the package definition can cause significant problems and uncertainty for tour operators, travellers and supervisory authorities. Removing the time limits may be the best</p>

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	<p>solution to maintain legal certainty and simplicity in the tourism sector.</p>
<p>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</p>	<p>DE (Comments): DE: Germany strongly supports the deletion.</p> <p>EE (Comments): EE: strong support for deletion</p> <p>FI (Comments): We strongly support this deletion.</p> <p>FR (Comments): Les autorités françaises approuvent la suppression de ces délais. The French authorities approve the deletion of the deadlines.</p> <p>MT (Comments): MT agrees with the Presidency’s proposal to revert back to the wording of Article 3, point(2)9b) (ii) of the current directive.</p> <p>PL (Drafting Suggestions): changes accepted</p> <p>PL (Comments): we stand by the position</p> <p>SE (Comments): SE supports this change.</p>

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<p>(ii) are offered, sold or paid at an inclusive or total price, regardless of any separate billing, or</p>	
<p>(iii) are advertised or sold under the term ‘package’ or under a similar term, or</p>	
<p>(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</p>	
<p>(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 are transmitted from the trader with whom the first contract is concluded to another trader or other traders and a contract with the latter trader or traders is <u>concluded at the latest 24 hours after the confirmation of the booking of the first travel service.</u></p>	<p>DE (Comments): DE: Germany rejects the proposed link to any “personal data”. The definition of package travel could potentially be overly broad, thereby undermining other business models that rely on it. If an extension of the definition is intended to qualify certain booking constellations as a package travel, these constellations must first be described precisely. In addition, it must be clearly explained why it is necessary to qualify such constellations as a package travel - with all the associated factual and legal consequences. Until that, Germany is sceptical about changing the definition with regard to the linked online booking processes. Germany suggests considering alternatives to a change in the definition. The first step could be to identify what the real challenges are when booking travel services via linked online processes. It should be scrutinized how to provide more transparency regarding the data transmission and the legal effects for travellers.</p> <p>EE (Comments): EE: if click-through packages remain in the scope of the PTD, EE</p>

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	<p>welcomes the inclusion of 24 hour time limit. However, we have some doubts about to broad meaning of traveller’s personal data, please see our comments on recital 8.</p> <p>FI (Comments): We consider that it is essential that the definion of click-throug package includes a timelimit. We are still considering whether the 24 hours timelimit is appropriate.</p> <p>FR (Comments): Les autorités françaises ont une interrogation sur la manière de respecter ce délai, mais ne proposent pas de modification de ce délai qui existe déjà dans la directive actuelle. Elles soutiennent par ailleurs la nouvelle proposition de rédaction sur les “traveller’s personal data” qui est plus englobante. The French authorities wonder about how to respect this deadline, but do not suggest any changes as this deadline exists in the current directive. They support the new drafting proposal on “traveller’s personal data” which is more comprehensive.</p> <p>IE (Drafting Suggestions): Insert after Article 3(2)(v): “Any processing of personal data pursuant to Article 3(2)(v) of this Directive shall be processed in accordance with Regulation (EU) 2016/679 (“the General Data Protection Regulation”). The data that may be transmitted shall be strictly limited to that which is nesssary and proportionate for the traders concerned to fulfil their obligations under this Directive and shall not be used for any other purpose. Such data shall be retained for no longer than is necessary and proportionate to comply</p>

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	<p>with the provisions of this Directive”.</p> <p>IE (Comments): While the rationale for being less specific about what data may be transmitted is sensible, the use of such a broad term as “personal data” should be subject to some qualification so as to reflect traders’ obligations under GDPR. The wording of this clause should therefore seek to limit any transmission of personal data to such data that is necessary and proportionate for the purpose performing the travel services concerned or fulfilling any obligations under the Package Travel Directive. This is aligned with the general principles of GDPR – in particular, that any laws providing for the processing of personal data should explicitly state the purpose for which the data is to be processed and to limit the personal data used to the minimum strictly necessary for that purpose. The wording proposed seeks to strike a balance between the flexibility offered by being less specific about the data that may be transmitted while also upholding customers’ data protection rights.</p> <p>MT (Comments): MT agrees with the Presidency’s proposal to reintroduce the 24 hour timeframe and usage of a more general wording regarding the transfer of traveller’s personal data between different traders.</p> <p>SE (Comments): SE supports the reintroduction of the 24 hours limit and we can accept the reference to personal data.</p> <p>SK (Comments): SK: We welcome the reintroduction of the 24-hours rule.</p>

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<p>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:</p>	
<p>(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</p>	<p>MT (Drafting Suggestions): do not account for at least 25% of the total value of the combination and are not advertised as and do not otherwise represent an essential feature of the combination; or MT (Comments): This addition would provide more legal certainty. MT has added 'total'.</p>
<p>(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;’.</p>	
<p><i>Option A: delete LTAs (implies also the deletion of Article 19 and of Annex II)</i></p>	<p>CZ (Comments): CZ agrees with option A. DK (Comments): LTAs seem to have limited significance in practice and seem hard to apply. Therefore, we tend to support option A, where LTAs are excluded from the scope of the directive. See below. EE (Comments): EE: strong support for option A and to delete the LTAs</p>

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	<p>FI (Comments): We support option A to delete LTAs.</p> <p>IE (Comments): While Ireland agrees that the inclusion of LTAs within the scope of the Directive as drafted is problematic, as has been discussed at Working Party, Ireland does not support Option A as this will reduce the level of protection available to consumers.</p> <p>IT (Comments): IT supports option A</p> <p>LV (Comments): <i>Latvia supports deletion of LTAs</i></p> <p>MT (Comments): [As per MT comments on Option A further above vide Note Recital 8]</p> <p>PT (Comments): PT <u>opposes the elimination of the definition of Itas</u> and their consequent removal from the scope of this directive. In fact, and without prejudice to the complexity inherent in the definition (something which has nevertheless been improved with COM's proposed amendment), PT cannot agree to the total elimination of the regulation of these services, which would constitute a <u>clear reduction in the level of consumer protection currently in force.</u></p> <p>SK (Comments):</p>

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	<p>SK: We support option A.</p>
<p>(b) point 5 is deleted. replaced by the following:</p>	<p>FR (Comments): Comme cela a été expliqué précédemment, les autorités françaises choisissent l’option A et soutiennent la suppression de la catégorie juridique de la PVL. As explained above, the French authorities opt for option A and support the deletion of the LTA.</p> <p>PL (Drafting Suggestions): It is important to note the legal and other consequences of the removal of linked tourism services (LTA) from the scope of regulation of the PTD on the market of entrepreneurs in the Member States. In Poland, there are currently (registered in the register) about 900 entrepreneurs who carry out at the same time the activities of a tour operator and an entity facilitating the purchase of related tourism services and about 40 entrepreneurs who carry out only the activities of an entity facilitating the purchase of related tourism services. Whether the removal of the LTA from the Directive will result in the simultaneous removal of the LTA provisions from the national laws of the Member States or whether, as a stricter regulation than the Directive, the provisions can be maintained?</p> <p>PL (Comments): At the moment, we do not advocate any option. If LTA is removed from the Directive, the title of the Directive would</p>

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	<p>also need to be amended. (deletion of related tourism services) SE (Comments): SE supports option A to delete LTAs. The regulation of LTA is complicated and it is not clear how the organiser will know when a booking has resulted in an LTA. The regulation has not brought any major benefits for consumers. For example, in Sweden no compensation has ever been paid out of the insolvency protection scheme for an LTA.</p>
<p><i>Option B: keep LTAs: the current definition will be simplified and clarified (that implies a few changes in Article 19 and maintaining five forms in Annex II)</i></p>	<p>DE (Comments): DE: Germany favors the solution proposed under Option B, i.e. maintaining the associated travel services in the previous definition (with certain amendments, see below). This insures that the relevant travellers' protection does not fall behind the level of the current PTD. Although this definition is not easy to understand and is hardly relevant in practice, maintaining it would ensure that consumer protection does not change in any negative way. In Germany's view, practitioners have grown accustomed to applying the currently applicable definition of 'linked travel arrangements'. However, Germany is open to linguistic simplifications without significantly changing the scope of the current definition. FR (Comments): Les autorités françaises soutiennent l'option A et la suppression de la PVL. As explained above, the French authorities opt for option A and support the deletion of the LTA</p>

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	<p>IE (Comments): Given Ireland’s reservations about Options A and C, it seems the best course of action is to maintain the <i>status quo</i>, despite the shortcomings. Ireland, therefore, supports Option B.</p> <p>PT (Comments): PT maintains its reservations, noting that the proposed amendment reintroduces, at least in part, the previously existing overlap by restoring point 5(a), introducing, as the only point of differentiation, a time criterion of 3 hours. These changes do not seem to contribute to clarifying the concept of ltas.</p> <p>RO (Comments): <i>We agree</i></p>
<p><u>Option C: incorporate LTAs in the defintion of package</u></p>	<p>CY (Comments): <i>Cy supports option C</i></p> <p>DE (Comments): DE: Germany does not agree with extending the concept of package travel by adapting the definitions proposed in Option C. The current definition of linked travel arrangements has been used in practice for several years without any lasting problems, apart from the complexity of the definition. Moreover, there is no objective reason for classifying (linked) individual services as a package travel as proposed in Option C. This does not simplify the application of the definitions either. On the contrary, the proposed regulation makes the definition of a package even</p>

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	<p>more complex. DEU rejects extending the scope of application of package travel far beyond the meaning of the word.</p> <p>DK (Comments): Denmark supports the intention of expanding the definition of a ‘package’, if LTAs are excluded from the scope of the directive. This is in line with the purpose of the directive in terms of ensuring a high level of consumer protection (see above).</p> <p>FR (Comments): Les autorités françaises soutiennent l’option A et la suppression de la PVL. Elles soulignent par ailleurs que l’intégration des critères de la PVL à la définition du forfait (option C) complexifierait et aggraverait davantage la situation que le texte actuel : les professionnels devraient prendre une garantie sur l’intégralité du forfait ainsi défini, alors même qu’ils n’auraient aucun moyen d’être informés de sa constitution. As explained above, the French authorities opt for option A and support the deletion of the LTA. They also point out that the integration of the LTA criteria into the definition of the package (option C) would complicate and aggravate the situation more than the current text: professionals should take a guarantee on the entirety of the package so defined, even though they would have no way of being informed of its constitution.</p> <p>IE (Comments): Ireland has significant reservations about Option C. It appears that the</p>

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	<p>overall effect of this proposal will be to extend the definition of a “package” to include LTAs. This represents a significant broadening of the scope of the Directive.</p> <p>On the face of it, it would appear that this proposal gives rise to the same issues as the original proposal. It appears to be incompatible with the obligation under the Directive to provide accurate pre-contractual information. It is impossible for traders to know in advance what products or services will be sold as it may change afterwards (e.g. on foot of an email offering an additional service to a customer). It will also result in a change to the terms and conditions, which will be confusing and burdensome for customers.</p> <p>This option is likely to have a significant impact on a wide range of businesses who up to now have not been fully subject to the Directive. Contrary to the organiser of a package, traders facilitating an LTA are currently liable only for the performance of travel services they carry out themselves. The effect this will have is uncertain but extending this liability could have significant implications for the types of additional products and services travel providers might be willing to offer in the future, with detrimental implications for innovation, competition and consumer choice.</p> <p>More detailed analysis of this proposal including a full legal and economic impact assessment is required, so that the full implications are understood. Such analysis should provide examples to different types of LTAs and how this Option will affect how they will operate. It may be that a public consultation on this proposal should be conducted before it proceeds any further. Ireland cannot support this proposal in the absence of a full analysis.</p> <p>LV (Comments):</p>

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	<p>Latvia prefers option A over option C. There are still uncertainties regarding the 24-hour period, as it is impossible to track the second purchase. The organizer cannot be held responsible for the traveler’s actions after they have purchased a service. If the traveler chooses to go to a different trader or organizer to buy a separate service, it should not constitute a package, as it was the traveler’s free choice to purchase both services separately. Therefore, the first organizer should not be held responsible for the combination of services, and it should not be viewed as a package.</p> <p>However, Latvia prefers option C over option B in order to make the directive and regulations easier to understand and implement. The distinction between a package and an LTA is vague, overlaps, and is difficult to identify in practice. If option C is chosen by the majority of Member States, the definition of a package should be reviewed.</p> <p>MT (Comments): [As per MT comments on Option C further above Vide Note Recital 8]</p> <p>PT (Comments): PT does not oppose to the idea of integrating ltas, as defined in the directive in force, into the definition of <i>package</i>. In fact, this integration could facilitate the application of the directive's provisions by eliminating the duality of regimes that now exists, guaranteeing equal treatment for ways of combining travel services which are reserved for the purposes of the same trip or vacation and where there is a close link between them that justifies treating this combination as an <i>package</i>. Without prejudice to this understanding, PT should note that the wording proposed by PRES for point (v) seems confusing, and that the situation in which “the professional facilitates, in a targeted manner, the purchase of at least one</p>

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	<p>additional travel service from another operator” should be separated, possibly in another point, if the contract with that other operator is concluded no later than 24 hours after the booking of the first travel service is confirmed.</p> <p>SE</p> <p>(Comments): SE cannot accept option C. The current definition of a ‘package’ requires a close link between the different travel services. SE considers it important that this close link should remain. Furthermore, it is currently difficult for traders and travellers to understand when a linked travel arrangement has occurred. By incorporating linked travel arrangements into the definition of a ‘package’, similar problems will arise for packages.</p> <p>SI</p> <p>(Comments): The idea of making consumers equal in terms of rights regardless of whether they book a package or LTA seems good to us, because we find the distinction between a package and LTA problematic. We already mentioned in our previous comments that it would make sense for LTA providers to have the same obligations as package providers towards consumer, as this would create a level playing field and raise the level of protection for consumers. In our opinion, the proposed amendments also contribute to the clarity and simplicity of the text.</p> <p>We believe that deleting LTA would reduce consumers’ rights which is probably not the intention of the proposal.</p> <p>In addition, like already mentioned before, we see no substantive reason why the conclusion of the LTA and packages should be time limited. This would simplify the rules for obtaining and exercising consumer rights for consumers, who are often unaware of the existence of a time limit. This</p>

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	<p>would also ensure a leveler playing field and more legal certainty and equality between organizers and agencies with providers (digital market places, online shops) of several different touristic individual services, which enable the conclusion of several services at the same time on their portals, which in reality have the same effect on consumers as a package.</p>
<p>Article 3 is amended as follows:</p>	
<p>(a) point 2 is replaced by the following:</p>	
<p>‘(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:</p>	
<p>(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</p>	
<p>(b) irrespective of whether separate contracts are concluded with individual travel service providers, and:</p>	<p>ES (Drafting Suggestions): (b) irrespective of whether separate contracts are concluded with individual travel service providers, those services are: ES (Comments): As noted above, we support option C, but there are a number of issues that need to be addressed: - The wording should be clarified and simplified to make it easier to understand and apply. - The responsibilities of the different traders where there is more than one</p>

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	<p>contract should be set out more clearly, taking into account the differences between travel organisers and mere retailers. MT (Drafting Suggestions): Irrespective of whether separate contracts are concluded with individual travel service providers, and if: MT (Comments): MT wants to delete ‘and’ and replace it with ‘if’</p>
<p>(i) those services are purchased from a single point of sale and</p>	<p>ES (Drafting Suggestions): (i) purchased from a single point of sale and those services have been selected before the traveller agrees to pay for any of them;</p>
<p>–have been selected before the traveller agrees to pay for at least one of the services, or</p>	<p>LV (Drafting Suggestions): –have been selected before the traveller agrees to pay for at least one of the services, or LV (Comments): In practice, PRES suggestion won’t work. If the traveller agrees to pay for only one of the services, it cannot constitute a package, as there is no guarantee that the traveller will pay for the second service to actually form a package. A package requires at least two services, so the traveller must pay for at least two services for the purchase to be considered a package. MT (Drafting Suggestions):</p>

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	<p>Have been selected before the traveller agrees pays or partly pays, or MT (Comments): The term ‘agreed to pay’ can give rise to uncertainty when this was actually done. Actual payment is a more tangible and determinate factor. MT is basically calling for more legal certainty in the text to cover all possible eventualities full payments and part payments. SI (Comments): SI supports the amendment.</p>
<p>other types of travel services are booked within 3 hours after the traveller agreed to pay for the first travel service, or</p>	
<p>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</p>	<p>MT (Comments): MT agrees with the Presidency’s proposal to revert back to the wording of Article 3, point (2)9b) (ii) of the current directive.</p>
<p>(ii) are offered, sold or paid at an inclusive or total price, regardless of any separate billing, or</p>	<p>ES (Drafting Suggestions): (ii) offered, sold or charged at an inclusive or total price, regardless of any separate billing,</p>
<p>(iii) are advertised or sold under the term ‘package’ or under a similar term, or</p>	<p>ES (Drafting Suggestions): (iii) advertised or sold under the term ‘package’ or under a similar term,</p>

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<p>(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</p>	<p>ES (Drafting Suggestions): (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,</p>
	<p>ES (Drafting Suggestions): (v) facilitated by the trader for their separate selection under the guise of being one and the same process, so that there is a single booking path for the traveller, be it on the trader’s own premises or in a white label environment where the consumer is dealing with several traders in a single point of sale, or ES (Comments): We consider that, for the clarity of the expository logic, the text would be easier to understand if the order of the current letters (v) and (vi) is changed and letter (vi) is split into two sub-points. Especially in the digital environment, the terms ‘single visit’ and ‘contact with a single point of sale’ need to be better defined or clarified in order for operators to comply with regulations. In our view, rather than whether or not there is a single visit, the key issue is that there is “facilitation” by the trader and that <u>the identity and purpose of that facilitation is sustained over time</u>, under the guise of being one and the same process, so that there is a “single booking experience” for the consumer: - the single or ongoing visits occur at the trader's behest, either because of an explicit request or because of the way the website or app is designed, or</p>

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	<p>- the trader provides information to the traveller about the various service providers and puts them in contact. The trader's role as facilitator of the combination of services is extremely important because if the trader did not intervene, the traveller would be contracting individual services and not a protected combination.</p> <p>The purpose is to cover situations in which a trader “facilitates” a <u>continuation of the booking path on the trader’s own premises –be it a shop, an app or a website- or in a white label environment where the consumer is dealing with several traders but in one point of sale, so that even if the supplier of the additional travel service is different from the first supplier, the look and feel for the consumer remains the same.</u></p>
<p>(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 are transmitted from the trader, <u>or in a targeted manner, the trader facilitates the procurement of at least one additional travel service from another trader</u> with whom the first contract is concluded to another trader or other traders and a contract with the latter trader or traders is <u>concluded at the latest 24 hours after the confirmation of the booking of the first travel service, or</u></p>	<p>ES (Drafting Suggestions): (vi) purchased from separate traders through linked online booking processes where: - the traveller's personal data are transmitted from the trader with whom the first contract is concluded to another trader or traders, or - the trader with whom the first contract is concluded facilitates to the traveller in a targeted manner the purchase of at least one additional travel service form another trader that is concluded at the latest 24 hours after the confirmation of the booking of the first travel service.</p> <p>ES (Comments): Although facilitation plays a key role both in letters (v) and (vi), “facilitation in a targeted manner”, occurs outside of the booking path and involves multiple points of sale and therefore entails different qualifiers: - the transmission by the trader of personal data from the traveller,</p>

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	<p align="center">OR</p> <p>- the facilitation in a targeted manner of a second transaction that is concluded before 24 hours Facilitating in a “targeted manner” excludes general advertising and focuses on situations where a second transaction is facilitated through an offer for sale to the traveller. The Commission’s ‘Guidance on the implementation/ application of Directive 2005/29/EC on Unfair Commercial Practices’ (published 25th of May 2016) analyses the interaction between the e-Commerce Directive and consumer law. It refers to the L'Oréal vs eBay case (C-324/09) in order to understand the circumstances under which a platform can be considered to be active and therefore outside of the safe harbour protections in the e-Commerce Directive. Paragraphs 115 and 116 of the judgement set out the Court’s reasoning in this case: <i>115 As the United Kingdom Government has rightly observed, the mere fact that the operator of an online marketplace stores offers for sale on its server, sets the terms of its service, is remunerated for that service and provides general information to its customers cannot have the effect of denying it the exemptions from liability provided for by Directive 2000/31 (see, by analogy, Google France and Google [C-236/08], paragraph 116).</i> <i>116 Where, by contrast, the operator has provided assistance which entails, in particular, optimising the presentation of the offers for sale in question or promoting those offers, it must be considered not to have taken a neutral position between the customer-seller concerned and potential buyers but to have played an active role of such a kind as to give it knowledge of, or control over, the data relating to those offers for sale. It cannot then rely, in the case of those data, on the exemption from</i></p>

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	<p><i>liability referred to in Article 14(1) of Directive 2000/31.</i></p> <p>In this case eBay was considered to be “active”, and therefore lost its intermediary liability protection, when it optimised the presentation of offers for sale or promoted them thereby giving them “knowledge”.</p> <p>“Facilitation” in the context of the revised Package Travel Directive must be considered as “active” in the sense described in the L’Oréal vs eBay case. Situations in which a trader is acting in a neutral way with no effort to optimise or promote an offer for sale would therefore not contribute to the creation of a package.</p> <p>While there is no definition of the term “invitation to book” provided in the PTD, the Directive 2005/29/EC on Unfair Commercial Practices (UCPD) does make a similar distinction between advertising and an “invitation to purchase”.</p> <p>Article 2, (i) of the UCPD defines an ”invitation to purchase” as “a commercial communication which indicates the characteristics of the product and the price in a way appropriate to the means of the commercial communication used and thereby enables the consumer to make an informed purchase”. This is a useful frame of reference by which to understand “in a targeted manner”.</p> <p>Following the logic of existing European legislation, a targeted manner would entail conveying both the price of a second travel service and its characteristics. Advertising through which consumers are “simply informed” but does not include either price or details of the characteristics of the service should not be considered to be “in a targeted manner”. This could be explained in a recital.</p> <p>LV</p> <p>(Drafting Suggestions):</p> <p>v) are purchased from separate traders through linked online booking processes, where one trader, after concluding a contract,</p>

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	<p>facilitates the procurement of additional services from other traders by transmitting the traveler’s personal data, resulting in additional contracts being concluded during the same visit or contact with a single point of sale.</p> <p>LV (Comments): Latvia proposes to combine points (v) and (vi). The most important factor for combinations of travel services to constitute a package is the online booking process. In practice, two separate purchases without any link cannot be traced. Therefore, to constitute a package from two or more traders, there must be an online link that includes the transmission of the traveler’s personal data between traders, and the bookings must be made within a single contact with a single point of sale.</p> <p>MT (Comments): MT agrees with the Presidency’s proposal to reintroduce the 24 hour timeframe and usage of a more general wording regarding the transfer of traveller’s personal data between different traders.</p> <p>SI (Comments): SI supports the amendment, but believes that the definitions should be simplified, as they are too complex for consumers to understand and use.</p>
	<p>ES (Drafting Suggestions): vii)</p>
<p><u>(vi) the trader facilitates the separate selection of travel services on the occasion of the same visit or contact with a single point of sale.</u></p>	<p>IT (Drafting Suggestions): To delate IT</p>

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	<p>(Comments): They should remain separate services. LV</p> <p>(Drafting Suggestions): Deletion of text LV</p> <p>(Comments): Point (vi) is incorporated inpoint (v) – see the draft suggestion to point (v) SI</p> <p>(Comments): SI supports the amendment but believes that the definitions should be simplified, as they are too complex for consumers to understand and use.</p>
<p>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:</p>	
<p>(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</p>	<p>LV</p> <p>(Drafting Suggestions): a) do not account for at least 25% a significant proportion of the value of the combination and are not advertised as and do not otherwise represent an essential feature of the combination LV</p> <p>(Comments): Latvia does not support the proposal regarding exceptions - the definition of a value of 25% for the second service in the case of a combination of two tourism services (transport/hosting/car rental + second service). Latvia considers that this requirement is too categorical, and it is not</p>

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	<p>always possible to accurately determine the value of the service. Situations may arise where, for example, the same combination of services will be counted as a package in one case and not in the other (for example, a tourist accommodation offering to purchase concert tickets - depending on the price of the ticket, the service will count as a package in one case and not in the other). This will create confusion for both the organiser and the consumer.</p> <p>MT (Drafting Suggestions): do not account for at least 25% of the total value of the combination and are not advertised as and do not otherwise represent an essential feature of the combination; or</p> <p>MT (Comments): This addition would provide more legal certainty. MT has added ‘total’.</p>
<p>(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;’.</p>	
	<p>LV (Drafting Suggestions): c) are part of service provider’s on-site services, regardless of the value of this combination or how they are advertised.</p> <p>LV (Comments): Latvia proposes a new exemption from the package definition - to exempt those combinations of services from the scope of this directive, where a single service provider offers additional on-site services for an inclusive price (for example, accommodation + massage or accommodation + sauna etc). We fear that the package definition is too broad and it could</p>

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	harm tourism SME's – even those, which were not meant to fall under this directive. There is a big risk that many tourism service providers may accidentally become organizers if they add some additional service(s) to their main service (accommodation) that they offer as additional activities on-site. And we would prefer to protect these small and micro entrepreneurs that usually operate in remote rural areas and offer unique local products (not operating as organizers for their business).
(b) point 5 is deleted .	
Option B: keep LTAs	LV (Comments): <i>Latvia supports deletion of LTAs (option A)</i> SE (Comments): SE can preliminarily accept option B. However, the 3 hours in point (a) should be deleted and replaced by the wording in the current definition(“on the occasion of a single visit or contact with his point of sale”).
(b) point 5 is 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 <u>purchased for the purpose of the same trip or holiday, not constituting a package, resulting in the conclusion of separate contracts with the individual travel service providers, if a trader:</u> and where a contract on	AT (Comments): AT is in favour of Option B and keeping LTA. However, compared to the last Presidency Proposal, only Option C has been changed. At the moment, Option B is not yet ideal either. It is unclear, why the exception to the constitution of a LTA was not reintroduced, namely the exception where a LTA is not constituted, when services do not account for a significant proportion of the combined value

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<p>the provision of an additional travel service is concluded at the latest 24 hours after the confirmation of the booking of the first contract.</p>	<p>of the services and are not advertised as, and do not otherwise represent, an essential feature of the trip or holiday. AT opts for the reintroduction of this exception. It should, however, be the same as in the definition of a package, so the 25% should be introduced also for LTA.</p> <p>IE (Comments): Agree with Latvia’s previous comments that it remains unclear why the exception to the constitution of a LTA was not reintroduced, namely the exception where an LTA is not constituted when services do not account for a significant proportion of the combined value of the services and are not advertised as, and do not otherwise represent, an essential feature of the trip or holiday. Also agree that the exception should be reintroduced but should be the same as in the definition of a package, so the 25% should be mentioned uniformly also for LTA.</p>
<p><u>(a) facilitates, through a single point of sale, the separate selection of travel services within 3 hours; or</u></p>	<p>AT (Comments): As AT has already stated, the 3 hour deadline does signal proximity, however, with the current phrasing the previously criticised problems with the conclusion of a package are only transferred to LTA. If the background of this provision is the unclear duration of a 'single visit', this ‘single visit’ should be limited to three hours, as this can avoid the problems with booking through different booking channels.</p> <p>DE (Comments): DE: Germany has concerns about the proposed definition of Art. 3 para. 5a). Germany does not see the benefit of moving away from the “single</p>

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	<p>contact” approach and the simultaneous insertion of a time rule (“within 3 hours”). We have concerns as to whether this will actually prevent circumvention and reduce legal uncertainties in the application of the definition. Overall, the new proposal leads to an extension of the definition for which the justification is not yet clear.</p> <p>In addition the practical problems of application already discussed for the 3-hour rule in the definition of the package travel, which has now been deleted, are now transferred to the definition of LTAs. Thus, it remains unclear when exactly the 3-hour period should begin and end and what measures will be required to determine the period of time between two bookings. Germany rejects additional bureaucracy in this context.</p> <p>If a reasonable simplification of the definition of LTAs cannot be developed during the negotiations, Germany proposes to keep the current version. Although the current definition is complex, it has been applied in practice for several years without any lasting problems.</p>
<p><u>(b) invites a traveller to book at least one additional travel service from another trader where a contract on the provision of the additional travel service is concluded at the latest 24 hours after the confirmation of the booking of the first travel service.</u></p>	<p>AT (Comments): Compared to the wording 'in a targeted manner' of the current Directive, it is not entirely clear how far the wording 'invites' goes. In the absence of any arguments in favour of this wording, it is appropriate to return to the wording currently in force.</p> <p>DE (Comments): DE: Germany asks for clarification as to whether the term "invites" should entail a change in content.</p>
<p>(4) Article 5, paragraph 1, is amended as follows:</p>	

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<p>(a) point (d) is replaced by the following:</p>	
<p>‘(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;’;</p>	<p>DE (Comments): DE: Due to the deletion of article 5a of the proposed directive, the deletion is consistent. FI (Comments): we support this deletion SE (Comments): SE supports this change.</p>
<p>(b) point (g) is replaced by the following:</p>	
<p>‘(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);’.</p>	<p>AT (Drafting Suggestions): ‘(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) as specified in the relevant standard information form; AT (Comments): In principle, we welcome the obligation to provide information on the free right of withdrawal due to unavoidable, extraordinary circumstances.</p>

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	<p>However, according to the Directive, there are other rights to terminate the contract free of charge that are more relevant in practice (e.g. significant change in an essential characteristic of the travel services, Art 11 (2)). There is therefore a risk that consumers will assume that there is only a free right of withdrawal due to unavoidable, extraordinary circumstances, as only this is mentioned.</p> <p>ES (Comments): We propose to insert a new paragraph so that travellers are not misled about the nature of insurance services: “If an insurance service is offered in the same medium in which the package is offered, it shall be clearly stated that the insurance is not part of the package, the identity and contact details of the insurance provider shall be explicitly indicated and access to the terms and conditions of the insurance contract shall be provided before that contract is concluded”.</p> <p>FI (Comments): We support this point. Despite of what article 12 (1) stipulates termination fees are often quite high. It should be further clarified in the recitals what is meant by appropriate and justifiable termination fees.</p> <p>MT (Comments): It should be noted that certain payments made by package organisers to third party service providers might be non-refundable or a fee is charged if terminated. In such cases, organisers might be burdened with the cost. MT would like to ask what has been taken into consideration and what provisions are in place to counter for such occurrences and for the burden</p>

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	<p>not to fall on the organisers when such occurrences occur.</p>
<p>(5) the following Article 5a is inserted:</p>	<p>CZ (Comments): CZ agrees with the deletion of Art. 5a.</p> <p>FI (Comments): We strongly support this deletion. The proposed limitation of prepayments would have had a major negative influence on the operations of small and medium size organisers.</p> <p>SE (Comments): SE supports this change.</p> <p>SI (Comments): In Slovenia full advanced payment is usual business practice, which is not for the benefit of the consumer. Therefore we propose to discuss the downpayment regulation further if there is no sufficient support to prohibit downpayments. Advance payments of travelers to organisers and retailers are necessary mostly to cover the demands of individual service providers for full advance payment. In such a case, we think it is appropriate that, if the passenger pays for part of or the whole of the package travel in advance, organiser or, where applicable, the retailer must inform him that the services that are included in the package have already been paid to the service provider and give additional assurance for the performance of the package. By receiving a confirmation of payment for an individual service, the passenger is also additionally insured in case of insolvency of the organiser or the retailer, the package can be performed as he has proof that he has paid for the individual service.</p>

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	<p>We also think that is not appropriate for the passenger to credit the travel organizer for free, which would happen if organiser or the retailer would not use the received advance payments to pay for individual services. This can be avoided by delivering a service payment confirmation to the passenger within 14 days from receiving part of the advance payments. 10 % of the package price can be considered as across the tumb amount that can be associated to the fee of the organiser or retailer and the passagers security for the participation in the package travel.</p>
<p><i>Article 5a</i></p>	<p>EE (Comments): EE: strong support for the deletion of article 5a</p>
<p>Payments</p>	
<p>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.</p>	<p>DE (Comments): DE: As already mentioned before, Germany would have been able to support the regulation on advance payments proposed by the COM, as it basically corresponds to the German legal situation. However, Germany recognises that advance payment practices vary widely between Member States and that any regulation at European level would have a significant impact on the business models of organisers in Member States. Therefore, Germany can well understand the deletion of the proposed Article 5a. FR (Comments): Les autorités françaises approuvent la suppression de la limitation des prépaiements et renvoient aux raisons développées au considérant (12).</p>

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	<p>The French authorities approve the removal of the limitation on prepayments and refer to their explanations to this effect in recital (12). MT (Comments): MT agrees to and supports the deletion of Article 5a as proposed by the Presidency. PL (Comments): At this stage, we are not opposed to the removal of Article 5A. If this article is restored to the compromise text, we still propose to conduct an in-depth analysis. The introduction of restrictions on travel prepayments of up to 25% and the timing of such payments may negatively affect the market for first-minute travel events, as well as the possibility of paying in instalments more than 28 days before the start of the travel event. According to PL's trade organisations, the market share of first-minute/First Moment travel events is around 20% (sales at the end of March 2023) or even up to 40% (sales at the end of May 2023) during the summer season. The analysis should also take into account the risks incurred by the traveler due to the possibility of not receiving the services paid for with the advance payment and on this basis, determine an appropriate compromise proposal for the advance payment limit. Therefore, in this respect, PL proposes an in-depth analysis at the drafting stage. The regulations in Poland are an example of an exceptionally strong protection of travellers against organisers' insolvency - in Poland, an organiser who decides to take a prepayment must be secured by a bank or insurance guarantee, which in the case of a prepayment of less than 30% amounts to 12% of its annual revenue (but not less</p>

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	<p>than EUR 149,000.00), and in the case of a prepayment of more than 30% amounts to 17% of its annual revenue (but not less than EUR 212,000.00).</p> <p>The analysis should also take into account the risks incurred by the traveler due to the possibility of not receiving the services paid for with the advance payment and on this basis, determine an appropriate compromise proposal for the advance payment limit</p> <p>PT</p> <p>(Comments):</p> <p>In principle PT is in favour of a provision establishing a limitation on prepayments, something it has previously advocated. In fact, PT agrees with the view that limiting advance payments could have the advantage of limiting the risk of financial losses for consumers, while at the same time reducing the difficulties in finding insurers willing to operate in the sector, a circumstance that is pointed out as problematic by the industry. Nevertheless, and in what regards COM's proposal, we believe that the wording initially proposed by COM raised doubts, namely regarding the 25% limit and the cases in which a higher percentage payment could be required, as well as the possibility of instalment plans, by agreement between the consumer and the travel agency.</p> <p>In this sense, and in the case of a Council's majority in favor of eliminating the rule, PT could show flexibility, without prejudice to the possibility of resuming this discussion during the negotiations with the EP.</p> <p>Finally, however, it should be noted that the last meeting of the working group revealed that some delegations already have rules on the limitation of prepayments, <u>so if this provision is deleted, the recitals should at least include the possibility for each MS to legislate to establish limitations on prepayments.</u></p>

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	<p>SK (Comments): SK: We support the removal of the prepayment limitations.</p>
(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.'	<p>DE (Comments): DE: Germany requests the deletion of this proposal, which would further increase the existing bureaucratic burden without any significant benefits for travelers. The relevant information form is already provided to travelers in accordance with Article 5(1).</p>

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<p>(7) Article 12 is amended as follows:</p>	<p>PT (Comments): As previously stated by PT, we consider it important to establish a deadline for exercising the right of termination of the contract when extraordinary circumstances occur. In fact, without prejudice to article 12 establishing that the consumer may cancel before the start of the package, a specific deadline is not established, which has generated some conflict, especially during the pandemic. In this sense, we believe that a deadline of 30 days for the declaration of withdrawal based on the unavoidable and extraordinary circumstances could be considered.</p>
<p>(a) paragraph 2 is replaced by the following:</p>	
<p>‘2. Notwithstanding paragraph 1, the traveller shall have the right to terminate the package travel contract before the start of the package without paying any termination fee in the event of unavoidable and extraordinary circumstances 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 and objectively affect the performance of the package. The traveller may terminate the package travel contract where it can be reasonably expected that the performance of the package travel contract will be significantly and objectively affected by unavoidable and extraordinary circumstances. If the package travel contract is terminated in accordance with this paragraph, the traveller shall be entitled to a full refund of any payments made for the package but shall not be entitled to additional compensation.’</p>	<p>AT (Comments): AT can accept the newly introduced phrase ‘objectively’. In combination with the recitals, Art. 12 (2) is in line with the case law of the ECJ. CY (Comments): Cy supports the content of this paragraph CZ (Comments): CZ agrees with the modifications, to the word “objectively” has a neutral opinion. DE (Drafting Suggestions): ‘2. Notwithstanding paragraph 1, the traveller shall have the right to terminate the package travel contract before the start of the package</p>

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	<p>without paying any termination fee in the event of unavoidable and extraordinary circumstances occurring at a place that has a direct connection to the organiser’s contractual obligation to perform occurring at the travel destination or its immediate vicinity, at the place of the traveller’s residence or departure or affecting the journey to the destination, where such circumstances significantly affect the performance of the package.’</p> <p>DE</p> <p>(Comments):</p> <p>DE: Germany welcomes the decision to avoid a reference to unavoidable, exceptional circumstances at the place of residence.</p> <p>In addition, Germany believes that the link to objective, unavoidable, extraordinary circumstances at the place of departure or destination is a step in the right direction. This at least excludes purely subjective circumstances on the part of the traveller. However, circumstances at the place of departure should only be included if the booked package includes transport from the place of departure to the place of destination.</p> <p>Otherwise, in the case of package travel that do not include transport, the risk of unavoidable, extraordinary circumstances occurring at the place of departure, which is a sole risk of the traveller, would become the risk of the package organiser.</p> <p>In addition, from the point of view of the DEU, it would be necessary to further specify what exactly is meant by the place of departure (for example whether, in the case of a package travel with a flight and hotel, the place of departure should only be the airport district or the entire municipality or city). This could be clarified in the recitals.</p> <p>In view of these continuing uncertainties, DEU would once again like to appeal for support for the alternative approach presented on the left. This ensures that unavoidable and extraordinary circumstances would only</p>

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	<p>have an implication for travellers’ rights if they occur at a place that is directly connected to a contractual service obligation of the organiser. Only a connection of this kind justifies a responsibility on the part of the organiser for extraordinary circumstances.</p> <p>DK (Comments): Denmark supports article 12. Furthermore, we find it appropriate that the meaning of official travel warnings is clarified in the preamble (no. 19) rather than in the wording of article 12 (3a). We understand that the Presidency has examined practice in the travel insurance area, and notes that travel insurance does not fall within the concept of travel services, regardless of whether it is part of a package tour. Based on this information, we have no objections to the fact that travel insurance departs from article 12 (4).</p> <p>EL (Comments): We believe that, the situation at traveller’s place of departure should not be considered as a possible reason for free cancellation by the traveller. The tour operator should only be liable for what is set out in the package travel contract. However, if the Commission finally decides to introduce such a right, then Article 22(2), referring to the organiser's right of redress, should be aligned with Article 12(2), meaning that the organiser should be refunded for all services composing the package, even the ones that were performed or could have been performed. Otherwise, there is a strong possibility that a supplier will retain the travellers' monies, leading the organiser to reimburse the traveller from its own funds, further weakening the organiser's liquidity and giving the suppliers an unfair advantage in</p>

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	<p>retaining the traveller's monies.</p> <p>FI</p> <p>(Comments): It is important that reference to traveller's place of residence has been deleted.</p> <p>We support the addition of objective element to the unavoidable and extraordinary circumstances.</p> <p>FR</p> <p>(Drafting Suggestions): '2. Notwithstanding paragraph 1, the traveller shall have the right to terminate the package travel contract before the start of the package without paying any termination fee in the event of unavoidable and extraordinary circumstances 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 and objectively affect the performance of the package. The traveller may terminate the package travel contract where it can be reasonably expected that the performance of the package travel contract will be significantly and objectively affected by unavoidable and extraordinary circumstances. If the package travel contract is terminated in accordance with this paragraph, the traveller shall be entitled to a full refund of any payments made for the package but shall not be entitled to additional compensation.'</p> <p>FR</p> <p>(Comments): Comme indiqué précédemment, les autorités françaises estiment que la prise en compte du lieu de départ multiplierait les risques de contentieux et proposent un amendement rédactionnel en ce sens. Par ailleurs, les autorités françaises saluent l'introduction du mot</p>

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	<p>« objectivement » pour caractériser une circonstance exceptionnelle et inévitabile, qui va dans le sens de leur position selon laquelle ces circonstances devraient résulter de phénomènes irrépressibles objectifs et donc s’appliquer à tous les voyageurs, quels qu’ils soient.</p> <p>As stated above, the French authorities consider that taking into account the place of departure would increase the risk of litigation; they suggest a drafting amendment.</p> <p>Moreover, the French authorities welcome the introduction of the word «objectively» to characterize an exceptional and inevitable circumstance, which is consistent with their position that these circumstances should result from objective irrepressible phenomena and therefore apply to all travelers, whoever they may be.</p> <p>IT</p> <p>(Drafting Suggestions):</p> <p>Notwithstanding paragraph 1, the traveller shall have the right to terminate the package travel contract before the start of the package without paying any termination fee in the event of unavoidable and extraordinary circumstances 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 and objectively affect the performance of the package. The traveller may terminate the package travel contract where it can be reasonably expected that the performance of the package travel contract will be significantly and objectively affected by unavoidable and extraordinary circumstances, that will be reasonably present at the date of departure. If the package travel contract is terminated in accordance with this paragraph, the traveller shall be entitled to a full refund of any payments made for the package but shall not be entitled to additional compensation.</p>

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	<p>IT (Comments): Diseases could also fall under this definition because a traveller may claim that a fever or a broken foot would objectively limit the enjoyment of the package. It must be made absolutely clear that they are excluded from the definition. Exaples should be given. There are cases of costumers quarrelling and cancelling the marriage, for example, claiming that this should be included. It is important to circumscribe the possibility of cancellation where the unavoidable and extraordinary circumstance actually occurs and therefore it is reasonably present at the time of departure.</p> <p>LV (Drafting Suggestions): (..)The traveller may terminate the package travel contract where it can be reasonably expected that the performance of where there is no possibility to perform the package travel contract and it will be significantly affected by unavoidable and extraordinary circumstances. (..)</p> <p>LV (Comments): Latvia supports PRES proposal. At the same time we propose an alternative and a bit more precise drafting proposal.</p> <p>MT (Comments): MT has no objections to the modifications by Presidency on Article 12, par 2. Nonetheless, MT would still require clarification on what happens in the event that travellers at their own risk decide to still proceed with the package and decide to terminate during their trip and/or complain afterwards due to package as contracted not being honoured due to</p>

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	<p>relative unavoidable and extraordinary circumstances. MT believes that it should be clarified that no compensation would be due in such situations.</p> <p>MT also agrees that the customer does not pay a termination fee in the case of unavoidable and extraordinary circumstances. However, this provision is putting the onus solely on the travel package organisers, when such instances could be covered by standard insurance policies taken by consumers. Termination could be restricted to direct costs incurred by the organisers such as non-reimbursement of third-parties due to cancellation fees.</p> <p>Moreover, MT believes that it would be appropriate for an explanation to be provided for what is intended by ‘objectively’. It may be worthwhile to have such qualifying criteria added in a recital.</p> <p>PL (Drafting Suggestions): we accept the deletion of the place of residence</p> <p>PT (Comments): With regard to the changes made to Article 12(2), PT has some reservations about the introduction of the word "<i>objectively</i>". In fact, PT believes <u>no added value can be identified in the introduction of yet another indeterminate concept</u>, which is not included and explained in the recitals.</p> <p>SE (Comments): SE can support the addition of unavoidable and extraordinary circumstances occurring at the place of departure, however, only when the carriage of passenger from the place of departure is included in the package travel.</p>

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	<p>SE can preliminarily support the proposal to add “objectively” in the article. The meaning of “objectively” should be clarified in a recital. SI (Comments): SI supports the changes that are the result of harmonization with case law. SK (Comments): SK: We agree with the deletion of the place of the traveller’s residence.</p>
<p>(b) the following paragraph 3a is inserted:</p>	<p>EE (Comments): EE: we support the deletion of paragraph 3a. SE (Comments): SE supports this change. SI (Comments): SI supports the amendment.</p>
<p>‘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.’</p>	<p>AT (Comments): The deletion of official travel warnings in Art. 12 (3a) is welcomed. AT prefers a wording that is not binding. Travel warnings can be an important element in the assessment of whether a termination of the contract was justified, but they do not have to be. This should continue to be evaluated on a case-by-case basis. With a phrasing that is not binding the challenges with contradicting travel warnings, that other Member States pointed out, would not be as problematic.</p>

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	<p>CY (Comments): Cyprus welcomes the move of paragraph 12(3a) to recital 19</p> <p>CZ (Comments): CZ agrees.</p> <p>DE (Comments): DE: From Germany’s perspective, legal uncertainties remain in the current proposal. Although Article 12 (3a) of the draft directive has been deleted, its regulatory content has been adopted in identical wording in recital (19). However, recital (19) still does not clarify how to deal with conflicting travel warnings. DEU therefore favours only mentioning official travel warnings issued by an authorised authority in the traveller's place of residence in Article 12 (3a). Travel warnings at the place of departure and destination should therefore be cancelled.</p> <p>FI (Comments): We could accept the deletion considering that the significance of the official travel warnings has been described in the recitals.</p> <p>FR (Comments): Comme indiqué précédemment, les autorités françaises remercient la présidence et saluent la suppression des conseils aux voyageurs comme critère possible des circonstances exceptionnelles et inévitables dans le texte de l’article 12, au point 3.a. <u>Elles considèrent que cette évolution va dans le bon sens.</u> The French authorities thank the Presidency and welcome the removal of travel advice as a possible criterion of exceptional and</p>

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	<p>unavoidable circumstances in the text of Article 12, paragraph 3.a. <u>They see this development as going in the right direction.</u></p> <p>IT (Comments): We agree with the suppression of this paragraph on "travel warnings".</p> <p>LV (Comments): Latvia supports transferring this text to recitals.</p> <p>MT (Comments): MT has no objection in principle to modify Recital 19 as suggested by the Presidency.</p> <p>PT (Comments): Although PT is not opposed to moving the reference to warnings to the recitals, we prefer to keep it in the operative part of the text.</p> <p>SK (Comments): SK: Slovakia supports the deletion of Article 12(3a). There is currently no uniform system of travel warnings in the EU, which may lead to legal uncertainty in case of conflicting travel warnings issued by different countries.</p>
(c) paragraph 4 is replaced by the following:	
<p>‘4. The organiser shall provide any refunds required under paragraphs 2 and 3 or, with respect to paragraph 1, reimburse any payments made by or on behalf of the traveller for the package minus the appropriate and justifiable termination fee. Where insurance is part of the package</p>	<p>AT (Comments): The deletion of travel insurance is welcomed. It would not be appropriate to include insurance law in the PTD.</p>

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<p>travel contract, the organiser may subtract the premiums paid in respect of the already insured period before the termination of the package travel contract. 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.'</p>	<p>CZ (Comments): CZ agrees with the modification, which reflects the comments made earlier.</p> <p>DE (Comments): DE: Germany welcomes the deletion of Article 12 paragraph 4 sentence 2, as the expected bureaucratic burden would not be proportionate to the financial benefit of the regulation.</p> <p>EE (Comments): EE: we support the deletion of the sentence about insurance.</p> <p>ES (Comments): We agree with deleting the reference to insurances ini this article, since we propose to ammend art. 5 to avoid possible confussions to travellers.</p> <p>FI (Comments): We support this deletion.</p> <p>FR (Drafting Suggestions): '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, including processing fees, minus the appropriate and justifiable termination fee. Where insurance is part of the package travel contract, the organiser may subtract the premiums paid in respect of the already insured period before the termination of the package travel contract Where insurance is part of the package travel contract, the organiser may subtract the</p>

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	<p><u>premiums paid in respect of the already insured period before the termination of the package travel contract.</u> 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 <u>without the need for any prior request by the traveller.</u></p> <p>FR</p> <p>(Comments):</p> <p>Les autorités françaises sont favorables à la nouvelle rédaction, mais proposent un ajout pour préciser que les frais administratifs et de dossier doivent dans tous les cas être intégralement remboursés, sans préjudice des éventuels frais de résiliation facturés. Elles rappellent par ailleurs que, en cas de circonstances exceptionnelles et inévitables, les frais de résiliation ne peuvent pas être facturés.</p> <p>Elles demandent par ailleurs le maintien de la phrase « <i>Where insurance is part of the package travel contract, the organiser may subtract the premiums paid in respect of the already insured period before the termination of the package travel contract</i> » et proposent également un ajout pour préciser que les frais administratifs et de dossier doivent dans tous les cas être intégralement remboursés, y compris en cas de circonstances exceptionnelles et inévitables.</p> <p>Les consommateurs ont subi des frais de dossier indûment facturés lors de remboursement de voyages pendant la période du covid par les voyageurs : ces pratiques sont préjudicables pour le consommateur et il conviendrait de les interdire explicitement à l'occasion de la révision de la directive.</p> <p>The French authorities are in favor of the new wording, but ask for an addition to clarify that administrative costs must in all cases be reimbursed in full, without prejudice to any termination fees charged.</p>

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	<p>They underline that, in case of exceptional and unavoidable circumstances, cancellation fees should not be charged.</p> <p>They ask to maintain the sentence “<i>Where insurance is part of the package travel contract, the organizer may subtract the premiums paid for the period already insured before the cancellation of the package travel contract</i>” and also propose an addition to clarify that administrative and administrative fees must in all cases be fully reimbursed, including in exceptional and unavoidable circumstances.</p> <p>Consumers have incurred administrative fees unduly charged when refunding trips during the covid period by tour operators: such practices are harmful for the consumer and should be explicitly forbidden in the new text.</p> <p>LV</p> <p>(Drafting Suggestions):</p> <p>(...)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, <u>regardless of whether the traveller specifically asks for a refund and the organiser has received the necessary reimbursement documentation from the traveller.</u></p> <p>LV</p> <p>(Comments):</p> <p>Latvia is is against automatic reimbursement to the traveller if no refund is requested (Article 12(4)). After assessing the experience gained so far in the field of monitoring Directive 2015/2302, Latvia concludes that, especially in cases where the package is sold through a trader (tour agent) or settled in cash, automatic reimbursement within 14 days can be challenging. This could lead to a situation where the organiser must already request the traveller's billing data by entering a contract, accumulate them, which in turn would increase the administrative</p>

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	<p>burden for both the organiser and trader - by processing data, the use of which, could occur only rarely. It should also be noted that personal data may change, which may make it considerably more difficult to meet the above requirements. The confidentiality of contracts and the protection of personal data should also be taken into considered.</p> <p>In addition, accounting legislation requires a document, such as an application for a refund.</p> <p>It will be impossible for the organizers to prove to the state revenue services and law enforcement agencies why a refund was made to a person who may have made the payment on behalf of another person, and that the other person returned the funds to the payer. Additionally, the application is necessary because there may be situations where the payer has changed their bank account, switched banks, moved to another country, and only the application serves as the basis for correctly processing the refund.</p> <p>Therefore, any transfer of money by the organiser (or trader) requires a written application - a document based on which the transfer is made. Thus Latvia encourages to review the proposal and evaluate the possibility to determine that the money should be returned to the consumer within 14 days after receipt of all necessary reimbursement documentation from the traveller. In addition, the process of reimbursement through traders should be assessed further, because there are frequent situations when the traveller makes payment immediately to the trader and the organiser does not have access to the traveller's payment data at all.</p> <p>MT (Drafting Suggestions): 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</p>

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	<p>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 30 days after the package travel contract is terminated, regardless of whether the traveller specifically asks for a refund.’</p> <p><u>In situations where refunds have to be done <i>en masse</i> or in extraordinary circumstances, these days shall not be applicable, and refunds shall be made without undue delay.</u></p> <p>MT</p> <p>(Comments):</p> <p>Vide also comment of Point (20) recitals</p> <p>Depending on the unavoidable and extraordinary circumstances that led to termination under paragraph 2 and 3(b), 14 days does not suffice for the organiser to refund the package especially in extraordinary circumstances or when refunds have to be done en-masse.</p> <p>Also the manner in which this is worded gives the impression that even if one opts for a voucher instead, travellers have to be refunded within 14 days.</p> <p>More than 14 days should be given especially in extraordinary circumstances or when refunds are to be done en-masse. MT requests that the 14 days period is extended.</p> <p>A separate provision should be inserted to counter for extraordinary circumstances and en-masse cancellations.</p> <p>If the financial burden of meeting refund obligations would heavily impact the financial viability of the undertaking or the sector - given the extraordinary circumstances, it should be permitted that impacted undertakings are allowed to stagger payments of those refunds within a reasonable time, thereby preventing the undertaking from becoming insolvent and triggering the national insolvency mechanism. Also, this</p>

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	<p>would reduce the risk of a systemic crisis in the travel sector, and promote the continued operation of SMEs. SE (Comments): SE supports this change. SK (Comments): SK: Slovakia welcomes the deletion of the reference to insurance from the article in question. We are of the opinion that financial services such as travel insurance are not considered to be travel services and therefore do not fall within the scope of the Directive.</p>
<p>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.</p>	<p>DE (Comments): DE: Germany would ask the Commission and the Presidency to set out what specific national mechanisms would, in their view, be conceivable for ensuring a refund within 14 days of the termination of a package travel contract. Cost considerations mean that such mechanisms are not usually an option. SE (Comments): SE supports this change. SK (Comments): SK: We support the removal of the last sentence.</p>
<p>(8) the following Article 12a is inserted:</p>	
<p><i>'Article 12a</i></p>	

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<p>Vouchers</p>	<p>DK (Comments): As we understand the Presidency's compromise text, in connection with a <u>partial redemption</u> of the voucher, the traveller may choose either to be able to redeem the remaining part of the voucher later (paragraph 3a, point a), or request payment of the remaining refund right (paragraph 3a, point b). Point b thus implies that the traveller in situations where the traveller has accepted a voucher, gets a refund right, which the traveller can make use of throughout the validity period of the voucher. For example, if the traveller chooses to redeem 10 percent of the total value of the voucher after 3 weeks, this will mean that the traveller can claim payment of the remaining 90 percent after 5 weeks. We would like to examine the new text in more detail, including for possible burdens on organisers, before we make a more concrete statement about article 12 a (vouchers). We have no comments on paragraph 5a (information obligations relating to vouchers). EE (Comments): EE: in general, EE supports the proposed changes in article 12a. However, the article on vouchers is becoming increasingly long and detailed; we could try to make it more concise. FI (Comments): A definition of voucher should be added to Article 3. We support the inclusion of provisions on vouchers in the Directive. SI</p>

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	<p>(Comments): SI supports the amendment.</p>
<p>1. Member States shall ensure that, where a contract is terminated pursuant to Articles 10, 11 or 12, the organiser may give the traveller the choice to accept a voucher <u>to be used for any travel service offered by the organiser</u> which can be used for a future package instead of a refund.</p>	<p>AT (Comments): The AT travel industry remains extremely sceptical and considers the provisions on vouchers to be inapplicable because of the immense administration efforts coming with them and does not see any financial relief for SME.</p> <p>CZ (Comments): CZ draws attention to the fact that PTD regulates only packages or LTAs and not individual travel services. Their inclusion here therefore does not fit in the logic and structure of PTD. Also, insolvency protection of travel agencies concerns only packages/LTAs and not individual travel services. However, if this is a case of accepting a voucher for any travel service that is part of a package, then CZ agrees. Otherwise, it is an unsystematic solution and lags logic. The current practice is that if a situation arose where a customer would use one travel service from a voucher for a package and the tour operator went bankrupt before the voucher was used, then the insurance company would not reimburse the voucher for one service. Only the package is insured and not the single travel service.</p> <p>FR (Drafting Suggestions): 1. Member States shall ensure that, where a contract is terminated pursuant to Articles 10, 11 or 12, the organiser may give the traveller the choice to accept a voucher <u>to be used for any travel service offered by the organiser</u> which can be used for a future package instead of a refund.</p>

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	<p>Before issuing the traveller with a voucher, the organizer shall seek the express consent of the traveller to a voucher. The traveller's consent shall not be given by default, that is to say in the absence of express opposition on his part to accept the voucher.</p> <p>The organiser who gives the traveller the choice to accept a voucher shall inform the traveller within 3 days after the termination of the contract. If no response is received within 7 days, the consumer is presumed to have refused the voucher.</p> <p>FR</p> <p>(Comments):</p> <p>Les autorités françaises soutiennent la précision apportée par le paragraphe 1, concernant la possibilité d'utiliser l'avoir pour l'ensemble des services de voyage proposés par l'organisateur. Néanmoins, elles considèrent qu'il est nécessaire de la préciser en indiquant :</p> <ul style="list-style-type: none"> - que le bon à valoir ne peut être délivré qu'avec le consentement exprès du consommateur, avec une période pendant laquelle le choix entre un remboursement et un avoir sera proposé au client ; - et qu'en cas d'absence de réponse du client dans un délai de 7 jours, celui-ci est présumé refuser l'avoir. <p>Elles proposent un amendement rédactionnel en ce sens.</p> <p>The French authorities approve the clarification provided by paragraph 1, concerning the possibility of using the voucher for all the travel services offered by the organiser.</p> <p>However, it is necessary to add that:</p> <ul style="list-style-type: none"> - the voucher can only be issued with the express consent of the consumer, with a period during which the choice between a refund and a voucher will be offered to the customer; - in the event of no response from the customer within 7 days, the

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	<p>customer is presumed to refuse the voucher. Thus, they suggest drafting amendments.</p> <p>IT (Comments): IT noted the latest specifics added to Article 12bis on the subject of vouchers. However, IT still remains perplexed about the effectiveness of the instrument where it is not accompanied by an indication of the cases in which it could or should be compulsory.</p> <p>LV (Comments): Latvia supports PRES proposal</p> <p>PL (Drafting Suggestions): changes not accepted. Poland proposes to return to the provision that the voucher issued by the tour operator relates to the reimbursement of the future tourist event. This will also prevent abuse by travel agents who, in exchange for a tour purchased by a customer, offer a voucher to the customer which only covers the cost of a single tour service, i.e. covers a much narrower range of services. We are thus extending the financial safeguards under the directive also to single tourism services, which were hitherto excluded from the scope of the directive.</p> <p>PL (Comments): In our view, the Directive applies to travel events and related travel services, not to individual services, so in our opinion there should be no such solutions In Poland, vouchers were introduced in connection with the COVID-19 pandemic, with the possibility of using them only in the event of</p>

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	<p>extraordinary unforeseen circumstances. The EU solution also applies to the use of vouchers in a normal market situation. However, the principle should be that the organiser fulfils the organisational obligations of the tourist event on time, and does not offer the traveller a voucher instead.</p> <p>SE (Comments): SE can accept the proposal. However, SE would prefer a less detailed regulation. If there is too much rules governing the use of vouchers, they might not be attractive for organisers to offer travellers and thus not fulfilling their purpose.</p> <p>SK (Comments): SK: We agree with CZ and do not support the possibility of using vouchers for individual travel services. The PTD only regulates packages or LTAs and not individual travel services.</p>
<p>2. Before the traveller accepts the When offering a voucher to the traveller, the organiser shall inform the traveller clearly and prominently in writing on a durable medium about:</p>	<p>CY (Comments): Cy's position is that the rules regarding the value of the voucher should be clearly defined. Our suggestion is to include a provision stating that the voucher must be of equal or greater value than the compensation entitlement, or, in the event that it is of lesser value, the organizer should refund the remaining amount to the traveler as compensation within 14 days.</p> <p>MT (Comments): MT agrees with the proposals of the Presidency to make a clear distinction between the organiser's information obligations when offering</p>

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	<p>a voucher and the information that the voucher itself must contain, together with the introduction of a new para to establish the cases in which the suspension of the traveller’s refund right ends, and the traveller must be refunded.</p> <p>However, MT reiterates and emphasizes the need of including another provision for unavoidable and extraordinary circumstances when such events are of a magnitude that lead to mass cancellations similar to the Covid-19 experience. In this regard, MT would like to request information on whether the proposal of providing a controlled mechanism in cases of global/regional situations of unavoidable and extraordinary circumstances (similar to COVID-19 situation), that would allow the issuing of vouchers on a mandatory basis, for a limited period of time, has been completely discarded as an option.</p> <p>PL (Drafting Suggestions): changes accepted</p> <p>PT (Drafting Suggestions): <i>Before the traveller accepts the</i> <i>When offering a voucher, and before the traveller accepts it, to the traveller,</i> <i>the organiser shall inform the traveller clearly and prominently in writing on a durable medium about:</i> (...)</p> <p>PT (Comments): PT reiterates its understanding regarding the maintenance in paragraph 2 of the reference to the need to transmit the information before accepting the voucher, as proposed in the drafting suggestions.</p>
<p>(a) the fact that the traveller is entitled to a refund within 14 days and is</p>	

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not obliged to accept a voucher;	
<u>(aa) the amount of the traveller's refund right;</u>	PL (Drafting Suggestions): changes accepted
<u>(ab) the amount of the voucher;</u>	PL (Drafting Suggestions): changes accepted
(b) the validity period of the voucher and the rights of travellers in relation to vouchers as laid down in this Article;	SE (Drafting Suggestions): (b) the validity period of the voucher and the rights of travellers in relation to vouchers as laid down in this Article SE (Comments): SE suggest to delete this passage since it is unclear and thus difficult for the organiser to fulfill.
<u>(ba) the fact that the voucher is transferable;</u>	ES (Drafting Suggestions): (ba) the fact that the voucher can be transferred only once.
<u>(bb) the fact that the traveller can redeem the voucher in parts.</u>	ES (Drafting Suggestions): (bb) whether and under what conditions the possibility of redeeming the voucher in parts is offered ES (Comments):

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	<p>The possibility of redeeming the voucher in parts is something that can make vouchers more attractive, but this possibility and its conditions should be left to the choice of merchants, so that they can fit it properly with their business model and prevent consumers from abusing it.</p> <p>FI (Comments): We support this amendment.</p> <p>FR (Drafting Suggestions): (bb) the fact that the traveller can redeem the voucher in parts.</p> <p>FR (Comments): Les autorités françaises considèrent que le remboursement doit demeurer automatique, même en cas d'utilisation partielle, c'est-à-dire sans que le consommateur ait besoin d'en faire la demande. Elles demandent donc le retour à la rédaction du compromis précédent sur ce point. The French authorities consider that the refund must remain automatic, even in case of partial use, that is to say without the consumer needing to make the request. They therefore call for a return to the drafting of the previous compromise on this point.</p> <p>PL (Drafting Suggestions): changes (not) accepted</p> <p>PL (Comments): We don't exactly agree with the possibility of partial redemption of the voucher and the possibility of requesting payment of the remaining value of the voucher “in cash”.</p> <p>SI</p>

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	<p>(Comments): SI supports the amendment.</p>
<p>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 or of a higher amount than the traveller's refund right.</p>	<p>FI (Comments): Is this needed ? The organiser may offer better benefits without any provision in the Directive. MT (Comments): [As per MT comments on vouchers further above vide Note in Recital 16a] PL (Drafting Suggestions): changes accepted RO (Comments): We do not support the elimination of the obligation for the value of the voucher to be at least equal to the amount which needs to be repaid to the traveler according to the refund right.</p>
<p>3a. The traveller shall be entitled to redeem the voucher partially. In that case the traveller may:</p>	<p>AT (Comments): AT welcomes the fact that the right to partially redeem vouchers has been established without the remaining voucher losing its validity. ES (Drafting Suggestions): 3a. The traveller shall be entitled to redeem the voucher partially. In that case the traveller may:</p>

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	<p>ES (Comments): We propose to delete this paragraph for the reasons explained above.</p> <p>FR (Drafting Suggestions): 3a.— The traveller shall be entitled to redeem the voucher partially. In that case the traveller may:</p> <p>FR (Comments): Les autorités françaises considèrent que le remboursement doit demeurer automatique, même en cas d'utilisation partielle, c'est-à-dire sans que le consommateur ait besoin d'en faire la demande. Elles demandent donc le retour à la rédaction du compromis précédent sur ce point. The French authorities consider that the refund must remain automatic, even in case of partial use, that is to say without the consumer needing to make the request. They therefore call for a return to the drafting of the previous compromise on this point.</p> <p>LV (Comments): Latvia supports PRES proposal</p> <p>PL (Drafting Suggestions): changes accepted</p> <p>SI (Comments): SI supports the introduction of partial use of the voucher, but believes that point b needs to be supplemented, as it is currently unclear whether the traveler can request payment of the remaining part immediately after part of the voucher has been used or only at the end of validity period of the</p>

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	voucher. SK (Comments): SK: We can support the rules for partial use of the voucher.
<p><u>(a) redeem the remaining value of the voucher later during the validity period, or</u></p>	AT (Comments): It should be made clearer whether the original (remaining) period of validity continues or whether there is a change due to the new voucher for the remaining amount. The length of the validity period and the consequences of redeeming a voucher partially should be clear to organisers as well as travellers. ES (Drafting Suggestions): <u>(a) redeem the remaining value of the voucher later during the validity period, or</u> FI (Comments): We support the addition FR (Drafting Suggestions): <u>(a) redeem the remaining value of the voucher later during the validity period, or</u> FR (Comments): Cf. commentaires supra LV (Comments): Latvia supports PRES proposal

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	PL (Drafting Suggestions): changes accepted
<p><u>(b) request payment of the remaining refund right, which shall be made within 14 days.</u></p>	AT (Comments): The traveller's right to choose what to do with the remaining amount of the voucher could lead to only small travel services being paid for with the voucher in order to receive a refund early. From the traveller's point of view, this right to choose is to be welcomed and would make accepting vouchers more attractive to them. DE (Comments): DE: Germany proposes the deletion of Article 12a paragraph 3a (b) and the related consequential provisions in paragraphs 4a and 7. The regulation would otherwise mean that the travel provider cannot reliably plan with the traveller's decision to use a voucher. The traveller could use the voucher at any time to pay for or partially pay for a very cheap service and thus causes the due date for the final payment. Consequently, different due date regulations would apply for the refund of the total travel price without using the voucher compared to the refund of the partial travel price after using the voucher for a (cheaper) trip. The introduction of a period of 14 days for the payment of the remaining voucher amount does not sufficiently mitigate this disadvantage for the organiser. EE (Comments): EE: it needs to be analysed why in case of partial use of voucher the 14 days refund rule starts from the partial use of the voucher and not after

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	<p>the suspension of travelers' refund right ends as it is in paragraph 7. We see risks here that such solution reduce the value of the voucher for organisers if they cannot take into account the overall validity period of the voucher.</p> <p>ES (Drafting Suggestions): (b) — request payment of the remaining refund right, which shall be made within 14 days.</p> <p>FI (Comments): It is not completely clear whether the 14 day period refers to the request or the payment. We see that in the case the traveller does not use the rest of the voucher, the situation should fall within 4a(a). The traveller would get the remaining value when the validity period ends, just like the other voucher users, without specific request. This subparagraph requires clarification.</p> <p>FR (Drafting Suggestions): (b) — request payment of the remaining refund right, which shall be made within 14 days.</p> <p>FR (Comments): Cf. commentaires supra</p> <p>LV (Comments): Latvia supports PRES proposal</p> <p>MT (Comments): MT would like to request a confirmation from the Presidency on the</p>

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	<p>interpretation of this provision that the 14 days’ timeline starts counting down from the moment the traveller/consumer makes the relative request for refund of the remaining amount of the voucher. Additionally, Malta would also like to request a confirmation from the Presidency of the understanding of the proposed deletion of 4a(b), whereby it is basically implying that in cases of partial redemption of vouchers, consumers/travellers may request the refund of the unredeemed amount at any point in time and do not need to wait until the end of the voucher’s validity period to do so.</p> <p>PL</p> <p>(Drafting Suggestions):</p> <p>Changes (not) accepted</p> <p>PL</p> <p>(Comments):</p> <p>Partial use of the voucher and possibly the change as a cash back option does not work in Poland as well as in other consumer markets. <u>For example:</u> A customer who receives a gift card to a grocery store can't claim cash from the card, but instead uses it as a means to pay for the products purchased. In the same way, when one receives or buys a theater voucher for a certain amount then the remaining difference in price is not paid in cash. It is incomprehensible that such rules, completely different from other markets, should apply on the grounds of the travel events market.</p> <p><u>We suggest</u></p> <p>Option one Voucher , which can be of higher value no cash refund if he uses (even in part).</p> <p>Option two Refund, but the value of the voucher can not be higher than the</p>

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	<p>events. SI (Drafting Suggestions): (b) request payment of the remaining refund right, which shall be made within 14 days from the moment when the parties agree on partially use of the voucher.</p>
<p>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 accepted the voucher instead of a refund explicitly and in writing on a durable medium. The parties may at any time agree on a full refund before a voucher is redeemed or expires.</p>	<p>FR (Drafting Suggestions): 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 accepted the voucher instead of a refund explicitly and in writing on a durable medium. The parties may at any time agree on a full refund before a voucher is redeemed or expires.</p> <p>FR (Comments): Les autorités françaises considèrent que la rédaction au paragraphe 4 demeure ambiguë, du fait de la formulation « <i>provided that they received the information referred to in paragraph 2 and explicitly accepted the voucher instead of a refund on a durable medium</i> » qui peut laisser supposer que ces conditions ne seraient pas systématiquement remplies. The French authorities consider that the wording in paragraph 4 remains ambiguous because of the wording “<i>provided that they received the information referred to in paragraph 2 and explicitly accepted the voucher instead of a refund on a durable medium</i>”. which may suggest that these conditions would not be systematically met.</p> <p>PL (Drafting Suggestions):</p>

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	<p>Changes (not) accepted PL (Comments): Question Why in the earlier version of the text was the loss of the right to reimbursement now there is only the suspension of the right? We do not understand this change. RO (Comments): We support the suspension of the right to refund only for the value of the voucher.</p>
<p><u>4a. Without prejudice of paragraph 3a point (b), the suspension of the traveller's refund right shall end:</u></p>	<p>DE (Comments): DE: With regard to the proposed deletion of Article 12a paragraph 3a (b), Germany proposes the deletion of the amendment in Article 12a paragraph 4a. FR (Drafting Suggestions): <u>4a. Without prejudice of paragraph 3a point (b), The suspension of the traveller's refund right shall end:</u> FR (Comments): Les autorités françaises sont favorables à cette rédaction plus claire qui précise les règles applicables en matière de remboursement du bon à valoir au consommateur. The French authorities approve this wording which specifies the rules applicable to the reimbursement of the voucher to the consumer. LV</p>

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	<p>(Comments): Latvia supports PRES proposal PL</p> <p>(Drafting Suggestions): changes accepted</p>
<p><u>(a) at the end of the validity period of the voucher if the voucher is not redeemed;</u></p>	<p>DE</p> <p>(Comments): DE: From Germany’s view there is no necessity for the proposed regulation because the effect of the voucher during its period of validity is already regulated in paragraph 4. FI</p> <p>(Drafting Suggestions): <u>at the end of the validity period of the voucher if the voucher is not fully redeemed.</u></p> <p>FI</p> <p>(Comments): Referring to the comment above in 3a we suggest it should be added here that the traveller might have used the voucher partially.</p>
<p><u>(b) at the moment when the voucher is redeemed partially, for the remaining amount of the traveller’s refund right;</u></p>	<p>DE</p> <p>(Comments): DE: Germany welcomes the proposed deletion of Article 12a paragraph 4a (b). FR</p> <p>(Drafting Suggestions): <u>(b) at the moment when the voucher is redeemed partially, for the remaining amount of the traveller’s refund right;</u></p> <p>FR</p>

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	<p>(Comments): Les autorités françaises considèrent que le remboursement doit demeurer automatique, même en cas d'utilisation partielle, c'est-à-dire sans que le consommateur ait besoin d'en faire la demande. Elles demandent donc le retour à la rédaction du compromis précédent sur ce point. The French authorities consider that the refund must remain automatic, even in case of partial use, that is to say without the consumer needing to make the request. They therefore call for a return to the drafting of the previous compromise on this point. LV (Comments): Latvia supports PRES proposal PL (Drafting Suggestions): changes accepted SI (Comments): SI does not support the amendment. We believe that point b in Article 4a should not be deleted because consumer should have the option to get the partially refund in 14 days after partial use of the voucher.</p>
<p><u>(eb) at the moment when the parties agree on a full refund before a voucher is redeemed or expires; or</u></p>	<p>DE (Comments): DE: From Germany's perspective, the regulation is not necessary because it defines an obvious legal matter. PL (Drafting Suggestions): changes accepted</p>

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<p><u>(dc) in the event of the organiser’s insolvency.</u></p>	<p>PL (Drafting Suggestions): changes accepted</p>
<p>5. Vouchers shall have a validity period of a maximum of 12 months from the day a traveller accepts a voucher in accordance with paragraph 4. That period may be extended once for up to 12 months with the explicit and written agreement of both parties <u>on a durable medium.</u></p>	<p>PL (Drafting Suggestions): changes accepted</p>
<p><u>5a. The voucher shall contain at least the following information in a clear and comprehensible manner:</u></p>	<p>PL (Drafting Suggestions): changes accepted</p>
<p><u>(a) the trading name of the organiser;</u></p>	<p>PL (Drafting Suggestions): changes accepted</p>
<p><u>(b) the amount of the traveller’s refund right;</u></p>	<p>PL (Drafting Suggestions): changes accepted</p>
<p><u>(c) the amount of the voucher;</u></p>	<p>PL (Drafting Suggestions): changes accepted</p>
<p><u>(d) the validity period of the voucher;</u></p>	<p>PL (Drafting Suggestions): changes accepted</p>

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<p><u>(e) the fact that the traveller is entitled to a refund 14 days after the end of the validity period without the need for any prior request;</u></p>	<p>ES (Comments): Since the main purpose of vouchers is to provide liquidity to traders, it should be avoided that their acceptance places unjustified burdens on consumers. Therefore, in order to preserve consumer rights, it is important to maintain the reference “without the need for any prior request”. Traders already have information systems in place which should enable them to identify the end of the validity period and the making of the corresponding refunds.</p> <p>FI (Drafting Suggestions): <u>(e) the fact that the traveller is entitled to a refund <u>within</u> 14 days after the end of the validity period without the need for any prior request;</u></p> <p>FI (Comments): <u>We support the addition. However we suggest adding a word “within”.</u></p> <p>FR (Drafting Suggestions): <u>(e) the fact that the traveller is entitled to a refund 14 days after the end of the validity period <u>or after the voucher is partially redeemed, without the need for any prior request;</u></u></p> <p>FR (Comments): Les autorités françaises considèrent que le remboursement doit demeurer automatique, même en cas d’utilisation partielle, c’est-à-dire sans que le consommateur ait besoin d’en faire la demande. Elles demandent donc le retour à la rédaction du compromis précédent sur ce point. The French authorities consider that the refund must remain automatic, even in case of partial use, that is to say without the consumer needing to</p>

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	<p>make the request. They therefore call for a return to the drafting of the previous compromise on this point. LV (Drafting Suggestions): <u>(e) the fact that the traveller is entitled to a refund 14 days after the end of the validity period, without the need for any prior request;</u> LV (Comments): Latvia proposes flexibility for MS to be able to ask for some written requests to travellers after the expiration of voucher. This is important, so that the organizer is able to validate the contact information of the traveller (voucher holder). Please also see Latvia's arguments in article 12 paragraph 4. PL (Drafting Suggestions): changes accepted SI (Comments): SI supports the amendment.</p>
<p><u>(f) the traveller's rights in relation to the partial redemption of the voucher under paragraph 3a or after the voucher is partially redeemed, without the need for any prior request;</u></p>	<p>ES (Drafting Suggestions): (f) the traveller's rights in relation to the partial redemption of the voucher under paragraph 2bb FI (Comments): We support this FR (Drafting Suggestions):</p>

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	<p>(f) — the traveller’s rights in relation to the partial redemption of the voucher under paragraph 3a or after the voucher is partially redeemed, without the need for any prior request;</p> <p>FR (Comments): Les autorités françaises considèrent que le remboursement doit demeurer automatique, même en cas d’utilisation partielle, c’est-à-dire sans que le consommateur ait besoin d’en faire la demande. Elles demandent donc le retour à la rédaction du compromis précédent sur ce point. The French authorities consider that the refund must remain automatic, even in case of partial use, that is to say without the consumer needing to make the request. They therefore call for a return to the drafting of the previous compromise on this point.</p> <p>LV (Comments): Latvia supports PRES proposal</p> <p>PL (Drafting Suggestions): Changes (not) accepted</p> <p>PL (Comments): In the case of an addendum to the original contract, the change of the party to the contract for participation in the tourist event on the basis of the voucher actually transferred to a third party should be made after notifying the tour operator about it</p> <p>SI (Comments): SI does not support the amendment. We believe that point b in Article 4a should not be deleted because consumer should have the option to get the</p>

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	partially refund in 14 days after partial use of the voucher.
<u>(fg) the fact that the amount of the traveller's refund right is covered by the organiser's insolvency protection;</u>	PL (Drafting Suggestions): changes accepted
<u>(gh) the fact that the voucher is transferable and the details on how to inform the organiser about a transfer.</u>	ES (Drafting Suggestions): gh) the fact that the voucher is transferable only once and the details on how to inform the organiser about a transfer. FR (Drafting Suggestions): <u>(g) the fact that the voucher is transferable only once, without any additional costs, and the details on how to inform necessarily the organiser about a transfer;</u> h) the identity details of the initial traveller. FR (Comments): Les autorités françaises proposent des amendements afin de limiter le transfert des avoirs à une seule opération. Elles renvoient à leurs explications fournies en ce sens au considérant (16a). Par ailleurs, elles estiment nécessaire de préciser que l'avoir est transférable gratuitement, sans coût additionnel pour le consommateur, et proposent un amendement en ce sens. The French authorities propose amendments to limit the transfer to a single transaction. They refer to their explanations to this effect in recital (16a). Moreover, they consider that it is necessary to specify that the voucher is transferable free of charge, without additional costs paid

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	<p>by the consumer. They also suggest a drafting amendment on this point. PL (Drafting Suggestions): changes accepted</p>
<p>7. If the voucher is not redeemed within its validity period, The organiser shall refund the amount specified in the voucher <u>the traveller without undue delay</u> as soon as possible and, <u>in any event, not later than</u> at the latest within 14 days after the end of the validity period <u>suspension of the traveller’s refund right ends in accordance with paragraph 4a points (a) and (b)</u>, without the need of <u>for</u> any prior request by the traveller.</p>	<p>DE (Comments): DE: With regard to the proposed deletion of Article 12a paragraph 3a (b), Germany proposes the deletion of the amendment in Article 12a paragraph 7. Furthermore, Germany asks for clarification whether after the suspension refund entitlement ends the full voucher value must be paid or only the value of the refund entitlement. LV (Drafting Suggestions): If the voucher is not redeemed within its validity period, The organiser shall refund the amount specified in the voucher <u>the traveller without undue delay</u> as soon as possible and, <u>in any event, not later than</u> at the latest within 14 days after the end of the validity period <u>suspension of the traveller’s refund right ends in accordance with paragraph 4a points (a) and (b)</u>, without the need of <u>for</u> any prior request by the traveller. LV (Comments): Latvia proposes flexibility for MS to be able to ask for some written requests to travellers after the expiration of voucher. This is important, so that the organizer is able to validate the contact information of the traveller (vocher holder). Please also see Latvia’s arguments in article 12 paragraph 4.</p>

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	<p>PL (Drafting Suggestions): Changes (not) accepted SI (Drafting Suggestions): 7. 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) and (c) and in case of partial redemption of the voucher under paragraph 3a, without the need of for any prior request by the traveller. SI (Comments): We propose an addition so that the consumer will automatically get a partial refund as well</p>
<p>8. Vouchers shall be transferable to another traveller without any additional cost. <u>The traveller to whom a voucher is transferred shall inform the organiser who issued the voucher of the transfer and provide their personal data necessary for any refund.</u></p>	<p>DE (Comments): DE: Germany rejects the proposed addition: Travel companies will have to ensure that a voucher is only used once by the particular authorised person. Also the regulation does not specify the consequences if the new voucher holder does not comply with the obligation to notify the company. EE (Comments): EE: Regarding the last sentence of paragraph 8, we propose to delete it. Additionally, it remains unclear what the consequences would be if the</p>

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	<p>new voucher holder fails to fulfill their notification obligation. If the directive does not regulate the consequences of breaching the obligation to notify the transfer of the voucher, does this then fall within the competence of the Member States? Under current law in Estonia, the tour operator would fulfill their obligation to the creditor known to them, and this would be considered as fulfilling the obligation. Therefore, the new voucher holder would have a right against the original traveler, which we believe should be sufficient</p> <p>ES (Drafting Suggestions):</p> <p>8. Vouchers shall be transferable once to another traveller without any additional cost. The traveller transmitting the voucher and the traveller receiving the voucher shall inform the organizer who issued the voucher in accordance with point (h) of paragraph 5a.</p> <p>FR (Drafting Suggestions):</p> <p>8. Vouchers shall be transferable once to another traveller without any additional cost. <u>The traveller to whom a voucher is transferred shall have the obligation to inform the organiser who issued the voucher of on the identity of the person he wants to transfer the voucher to the transfer in a simple way and provide their personal data necessary for any refund.</u></p> <p>FR (Comments):</p> <p>Les autorités françaises proposent des amendements afin de prévoir pour le voyageur un mécanisme d’information simple et renvoient à leurs explications fournies en ce sens au considérant (16a).</p> <p>The French authorities propose a drafting suggestion in favour of a</p>

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	<p>simple information mechanism for the traveller and refer to their explanations to this effect in recital (16a).</p> <p>LV (Drafting Suggestions): Vouchers shall be transferable to another traveller without any additional cost. <u>The traveller to whom a voucher is transferred shall inform the organiser who issued the voucher of the transfer before the actual transfer and provide their personal data necessary for any refund.</u></p> <p>LV (Comments): Latvia proposes to clarify that the organizer should be informed about the transfer of voucher BEFORE the transfer happens, not AFTER.</p> <p>PL (Drafting Suggestions): changes not accepted</p> <p>PL (Comments): We do not agree with the statement that to transfer a voucher to another person it is sufficient to transfer the rights from the original contract to a third party. As in the case of transferring a travel event to another person, the consent of the tour operator is needed here.</p>
<p>9. Vouchers <u>The traveller's refund right, as mentioned on the voucher,</u> 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.</p>	<p>FI (Comments): We support this. We consider it to be very important that the voucher is covered by insolvency protection. But at the same time we consider that only the original refund right should be covered by insolvency protection.</p> <p>PL</p>

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	(Drafting Suggestions): changes accepted
(9) Article 17 is replaced with the following:	
'Article 17	
Effectiveness and scope of insolvency protection	SI (Comments): SI supports FR proposal on setting up a register of organisers and their guarantors in each EU Member State that is accesable to consumers from the member state and out side the member state for obtaining data on providers and guarntees.
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 any refund, including price reduction , 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.	DE (Comments): DE: Germany strongly rejects the extension of insolvency protection to claims for reimbursement resulting from price reductions provided for in Article 17 paragraph 1 sentence 2. From Germany's point of view, the price reduction under Article 14 of the PTD and the obligation to provide insolvency protection under Article 17 of the draft directive differ both in terms of reason and amount. While Article 14 of the PTD provides that a breach of contract will result in an appropriate price reduction, Article 17 of the draft directive concerns the repayment of advance payments for services that have not actually been provided. Overall, the scope of the obligation to provide insolvency protection would thus be extended inappropriately and without any discernible reason. DK

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	<p>(Comments):</p> <p>Overall Denmark supports Article 17. It is very important to ensure an effective insolvency protection.</p> <p>However, we strongly oppose the inclusion of price reductions in the protection against insolvency.</p> <p>The aim of the insolvency protection in the PTD is to secure that travellers get their payments back in a short period of time if the package is not performed, due to the insolvency of the organiser, and to secure the traveller’s repatriation in case they are stranded abroad, also due to the organiser’s insolvency.</p> <p>We find that including price reductions will be taking the insolvency protection too far and going beyond the purpose of the PTD. Furthermore, we believe, that the inclusion of price reductions may impose significant and additional burdens on the organisers.</p> <p>In Denmark, claims for price reductions for e.g. lack of conformity of the package are not covered by the insolvency protection.</p> <p>Such coverage will be difficult to deal with in practice for the providers of insolvency protection. These claims are often disputed and it may be difficult to assess whether a lack of conformity actually existed and to what extent the price reduction is justified. Should any claim be covered and at any time – or should it be limited to undisputed claims? The proposed text provides no help in determining the conditions under which price reductions should be covered.</p> <p>The guarantees provided for at the Danish Travel Guarantee Fund are calculated on the basis of amounts relating to customers who have not yet departed. If claims regarding price reductions are to be accommodated in the guarantees provided for at the future, such claims must be reported to the Danish Travel Guarantee Fund. It will be quite difficult for providers to report such claims and increase the administrative costs and will</p>

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	<p>ultimately lead to higher consumer prices. Therefore, Denmark do not support that insolvency protection is expanded to include price reductions. Denmark supports that the protection regarding vouchers should be limited to the travellers refund right. EE (Drafting Suggestions): 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 <u>any</u> refund, <u>including price reduction</u>, 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. EE (Comments): EE: we request to remove reference to any other refund that traveller was entitled to, as it extends the protection originally intended against insolvency to any other passenger rights in terms of compensation for damage or non-compliance. In practice, it is not always possible to apply this, and whether it should be applied at all is debatable. Therefore, we believe that issues related to non-compliance of services should not be addressed at the expense of insolvency protection. The issues we see are as follows:</p>

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	<p>a) The obligation to hold guarantees for businesses increases, as the guarantee must also cover potential compensation claims, and the guarantee should then be held until the expiration of the statute of limitations for these claims. It is not clear how much of the guarantee should be planned to cover these claims.</p> <p>b) An unnecessary administrative burden is added to the guarantee system, as the entity responsible for insolvency protection would have to start considering potential new obligations, such as those arising from civil disputes, when assessing the existence and adequacy of the guarantee and whether the satisfaction of claims from the guarantee is justified. If such disputes occur as part of the insolvency proceedings, they may be taken into court or etc., that would not make it be possible to ensure the prompt satisfaction of traveller' claims.</p> <p>For example, in Estonia, the common practice is that once the trip has taken place, the tour operator is no longer required to hold a guarantee for that trip. Therefore, if the guarantee must be held longer until potential disputes are resolved, this would disproportionately increase the costs for businesses related to the guarantee and further complicate access to guarantee services.</p> <p>FI (Comments): We support including price reductions in insolvency protection, but only if the traveller's right to refund is clear when the request is made to the provider of the insolvency protection. Otherwise the handling of insolvency and repayments to travellers would be too complicated. This matter deserves further consideration.</p> <p>FR (Drafting Suggestions): 1. Member States shall ensure that organisers established in their</p>

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	<p>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 any refund, including price reduction, 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.</p> <p>Each Member State publishes and updates a register of organizers and their guarantors.</p> <p>FR (Comments):</p> <p>Les autorités françaises considèrent que les dispositions de la directive doivent être plus précises pour assurer une garantie effective et harmonisée dans l'ensemble des Etats Membres. Elles proposent donc la création d'un registre par Etat membre répertoriant les voyagistes et leurs garants. Elles estiment en effet que seul un dispositif de ce type permettrait de vérifier le garant d'un voyagiste intervenant en libre prestation de services.</p> <p>Elles proposent donc un amendement du texte en ce sens.</p> <p>The French authorities consider that the provisions of the directive must be more precise to ensure an effective and harmonized guarantee in all Member States. They therefore propose the creation of a register in each Member State listing tour operators and their guarantors. They consider in fact that only a system of this type would make it possible to</p>

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	<p>verify the guarantor of a tour operator operating under the freedom to provide services. They therefore propose an amendment to the text. IT (Drafting Suggestions): 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 any refund, including price reduction, or had received a voucher from the organiser before its insolvency. The refund shall relate to the sums actually paid by the traveller. 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 IT (Comments): It should be specified that the refund in case of insolvency is limited to the amount paid by the traveller (package price) in order to avoid claims for legal fees, interest, moral damages, etc. The wording ‘any refund’ is excessively wide and over-extends the protection, the proposal goes beyond the original purpose of insolvency protection, i.e. to ensure that the traveller's advance payments are always covered against the organiser's possible bankruptcy. By further extending the scope of coverage, it opens up a wide range of unresolved issues, which will be difficult to handle in practice. It can be expected to create a</p>

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	<p>more uncertain legal situation. The right to a reduction is not an automatism, it is the result of litigation. It is not the role of the guarantee fund to decide and cover ordinary civil law disputes concerning the lack of conformity of a package. Moreover, it is contrary to fundamental principles of procedural law and legal principles to base an alleged claim on a case where the opposing party, due to bankruptcy, no longer has the opportunity to present arguments in support of its claim.</p> <p>MT (Comments): MT agrees with the proposed change clarifying the refund amounts of vouchers.</p> <p>SE (Comments): SE strongly opposes and cannot accept the inclusion of price reductions in the protection against insolvency. If price reductions are included, the size of the security must be higher and thus, the package travel will be more expensive for the traveller. Furthermore, it will be very difficult for the provider of the insolvency protection (or the competent authority) to assess whether a claim for price reduction is justified and thus covered by the protection or not. Such an assessment is much more difficult to perform than the evaluation of a claim for reimbursement after the termination of the package travel contract. The proposal to add price reduction could thus entail a significant administrative burden and a higher cost. Moreover, SE does not consider that the ECJ judgment in the combined cases C-771/22 and C-45/23 can be interpreted as introducing a requirement to cover price reductions in the security against insolvency. The Court explicitly states that refund claims that arose out of the <i>termination of</i> their package travel contract are included (p. 90), not</p>

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	<p>mentioning price reduction. Further, when mentioning the travellers right to a full refund of any payments made, the Court refers to the right, in article 12.2, of the passenger to terminate the contract without having to pay a termination fee in case of unavoidable and extraordinary circumstances (p. 91), and not to the cover of the insolvency protection. SE supports the proposal to limit the protection regarding vouchers to the travelers refund right.</p> <p>SK (Comments): SK: Slovakia is in favour of the French proposal to create a register of organizers and their guarantors.</p>
<p>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.</p>	<p>MT (Comments): Clarification is needed on the applicability of this provision in case organisers established in a Member State sell or offer packages to non-EU travellers.</p>
<p>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 be sufficient to cover the risk related to an insolvency in periods when organisers hold the highest amounts of payments and shall take into account where organisers hold the highest amounts of payments and</p>	<p>DE (Comments): DE: Germany requests the deletion of sentence 4 according to which the insolvency protection should also explicitly cover the periods with the highest cash inflow, even if the service providers do not have to be paid by the organizers until later. In Germany's view this means a contradiction to recital (40), which stipulates that very unlikely risks do not have to be taken into account in insolvency insurance. At times when organisers generate the highest turnover, the risk of insolvency is also very unlikely. Consequently, periods with the highest turnover should only be taken into account for</p>

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<p>any changes in the volume of sales of packages.</p>	<p>insolvency protection if other circumstances indicate a risk of insolvency. FR (Comments): Les autorités françaises soutiennent la modification proposée qui conduit à demander aux garants d’avoir des garanties suffisantes pour couvrir le pic d’activités du voyageur. The French authorities support the proposed amendment, which requires guarantors to have sufficient guarantees to cover the tour operator’s peak activity. MT (Comments): [As per MT comments on insolvency protection for travellers further above vide Note in Recital 22] SE (Comments): SE can accept this change.</p>
<p>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.</p>	<p>EE (Comments): EE: we can support the new text MT (Comments): Due to the increase of online organisers it is becoming more difficult to determine whether an organiser is established or not, especially in view of the lack of fixed criteria that are to be met for an organiser to be deemed established in a territory. It would be ideal that further provisions are also introduced to better clarify for the purposes of this directive what makes an organiser deemed established in one territory and not in another. SE</p>

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	<p>(Comments): SE is sceptical about introducing an obligation to monitor the availability of insolvency protection and believes that this should be deleted. Although this wording is more clear than the one in the Commission's proposal, what is required of MS is still uncertain. SE supports the deletion of the text on a second level of protection and on state aid. SK (Comments): SK: Slovakia is in favour of removing the text on a second level of protection and on state aid.</p>
<p>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.</p>	<p>MT (Comments): As previously remarked it would be ideal if further provisions are included to better clarify whether this directive applies to non-EU travellers. This seems to give the impression that this directive is meant to protect only EU travellers, whilst the text of the directive, such as this provision, suggests otherwise. Therefore, it is important that this is clarified.</p>
<p>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.</p>	
<p>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 12 9 months after the traveller has</p>	<p>AT (Comments): An expansion of the deadline for repayment is supported.</p>

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<p>submitted the <u>all relevant</u> documents necessary to examine the request <u>as specified in accordance with paragraph 6a point (b). Member States may provide for a shorter deadline for providers of insolvency protection to pay the refunds.</u></p>	<p>CY (Comments): Cy strongly supports the insertion of the possibility for Member States to provide for a shorter deadline. Regarding the maximum refunds payment period Cy has a scrutiny reservation.</p> <p>CZ (Comments): Duration (and beginning) of the period for making a claim against the insurance company shall be resolved (it should start from the moment of the travel agency's insolvency), which creates legal risks and ambiguities in the cross-border sale of packages. We suggest to set the specific minimum period to submit the request. CZ proposed a period of 6 months at previous meetings, which it considers sufficient. However, CZ can agree with the 9 month period and the proposed possibility of a shorter deadline for MSs.</p> <p>DE (Comments): DE: Germany has serious reservations about the shortening of the reimbursement period in the event of insolvency to a maximum of nine months. The current insolvency of FTI will shed light on whether even the 12 months contained in the last text proposal are sufficient for a proper refund procedure.</p> <p>DK (Comments): Denmark believes that the new proposal creates a great deal of flexibility and supports the amended text where the deadline is changed from 12 to 9 months, and making it possible for individual member states to nationally set a shorter</p>

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	<p>deadline than 9 months. We therefore support the amended text.</p> <p>EE</p> <p>(Comments): EE can support the new deadline proposed by The Presidency, but we are also open to the idea of a shorter deadline (6 months)</p> <p>ES</p> <p>(Drafting Suggestions): 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 6 months after the traveller has submitted the all relevant documents necessary to examine the request as specified in accordance with paragraph 6a point (b). Member States may provide for a longer period for the payment of reimbursements under exceptional and duly justified circumstances, such as bankruptcies involving a very large number of travellers in different countries.</p> <p>ES</p> <p>(Comments): In some member States, travellers have received refunds only several years after the insolvency of the travel organiser, it is therefore recommended to impose a time limit for the processing of refunds. It would be helpful in this sense to allow travellers not to pay the whole price of the package in advance, as is often the case, but just a percentage of the cost (40%). In this way, the amount to be reimbursed would be lower and there would be fewer liquidity constraints to refund travellers.</p> <p>FI</p> <p>(Comments): We consider three months too short a deadline and would have preferred the current text “without undue delay”. The proposed 9 months might be</p>

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	<p>too tight in case of big organisers, however, this could be acceptable to us. FR</p> <p>(Drafting Suggestions):</p> <p>6. Refunds of <u>travellers'</u> payments affected by the organiser's insolvency shall be provided without undue delay after the traveller's request and at the latest within three 12 9 6 months after the traveller has submitted the <u>all relevant</u> documents necessary to examine the request <u>as specified in accordance with paragraph 6a point (b). Member States may provide for a shorter deadline for providers of insolvency protection to pay the refunds.</u></p> <p>Each member State can determine the list of the documents necessary for the refund.</p> <p>FR</p> <p>(Comments):</p> <p>Les autorités françaises préfèrent le délai de 6 mois au délai de 9 mois proposé dans le nouveau compromis qui est trop long pour les consommateurs ; elles notent néanmoins que l'introduction d'un délai chiffré constitue déjà un progrès par rapport à la directive actuelle.</p> <p>Elles proposent par ailleurs que chaque État Membre puisse fixer la liste des documents que le voyageur doit présenter pour l'examen de sa demande.</p> <p>Elles renvoient à leurs explications fournies au considérant (23).</p> <p>The French authorities prefer a period of 6 months instead of 9 months as proposed in the new compromise; nevertheless they consider that the introduction of a quantified deadline is already a step forward compared to the current directive.</p> <p>They also suggest to enable each Member State to establish the list of</p>

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	<p>documents to be joined to the traveller’s demand. They refer to the explanations set out at recital (23). IT (Comments): We remain still in favour of 12 months as the deadline for reimbursing the traveller for payments affected by the organiser's insolvency, starting from the presentation by the traveller of the necessary documents to examine the claim. However, should an agreement be reached between the delegations on the 9-month deadline, we propose not to further reduce the time period. LV (Comments): Latvia supports PRES proposal MT (Drafting Suggestions): 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 9 months after the traveller has submitted the all relevant documents necessary to examine the request as specified in accordance with paragraph 6a point (b) subject to the organiser having been legally declared insolvent as per national insolvency legislation. Member States may provide for a shorter deadline for providers of insolvency protection to pay the refunds. MT (Comments): [As per MT comments on refunds of travellers’ payments in case of an organiser’s insolvency further above vide Note Recital 23] PL (Drafting Suggestions):</p>

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	<p>In the Polish national regulation in Articles 18 and 19 of the Law on Tourist Events - the starting date is 30 days, this period can be extended in complicated cases to 90 days.</p> <p>PL</p> <p>(Comments):</p> <p>How should the introduction of a shorter term be understood? What in case the deadline is already short? We have doubts about the possibility of allegations that Poland is introducing shorter deadlines than those contained in the directive. Is this explicitly an “exception” to the principle that the directive has the character of maximum harmonization?</p> <p>The lack of a specified list of documents necessary to obtain a refund from the organizer raises the risk of attempts by organizers to circumvent the law in order to avoid liability. In Poland regulation (article 17 of the act on tourist events and related tourist services dated November 24, 2017 r., Dz.U. z 2023 r. poz. 2211), such a request issued by the traveler must include the name and mailing address of the traveler and:</p> <ol style="list-style-type: none"> 1) a copy of the contract for participation in the tourist event concluded between the traveler and the tour operator or copies of documents confirming the purchase of related tourist services, for the performance of which the entrepreneur facilitating the purchase of related tourist services is responsible; 2) a copy of the proof of payment to the tour operator or the entrepreneur facilitating the purchase of related tourist services of the amount due for the tourist event or tourist services for the performance of which the entrepreneur facilitating the purchase of related tourist services is responsible; 3) a statement by the traveler:

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	<p>(a) stating the failure of the tour operator or the entrepreneur facilitating the purchase of related tourist services to fulfill contractual obligations of a certain value, b) stating the bank account or account in a cooperative savings and credit union to which the financial security is to be paid, or indicating another method of payment from the financial security.</p> <p>We propose to adopt a similar solution in this article, which would help to prevent any attempts to avoid repayment due to the vagueness of the formal requirements of the request.</p> <p>For example, in Poland, the concepts of “insolvency” and “bankruptcy” of an entrepreneur are two different legal states. If the recovery of claims is carried out exclusively through the insolvency proceedings of the tour operator (this is the case in PL), which is a much shorter procedure than bankruptcy proceedings, the traveler has a chance to recover the funds much faster, because the funds are enforced not - as in the case of bankruptcy - from the bankruptcy estate of the tour operator, but from the compulsory insurance guarantees held by the entrepreneur (and if these funds are insufficient to cover all obligations to travelers, also from the Insurance Guarantee Fund). Thus, the introduction of the regulation in the currently proposed wording may result in an extension of the time limit provided in national law for the return of funds to travelers, and thus may contribute to a reduction in the level of their protection. Given the currently existing serious differences in the national laws of the Member States with regard to the above-mentioned rules, including with regard to the deadlines for reimbursement of funds to travelers, it is very important that the proposed provisions of the Directive take into account these differences, and that the new provisions adopted, for example, by</p>

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	<p>extending the deadlines for reimbursement of these funds, do not adversely affect the current rights of travelers to whom these funds should be reimbursed in the event of the failure of the trip</p> <p>SE (Comments): SE can accept that the time limit is nine months. However, it would be valuable with an extended time limit in the event of extraordinary circumstances.</p> <p>SI (Comments): SI supports the amendment.</p> <p>SK (Comments): SK: We can support a 9 month refund period.</p>
<p><u>6a. Organisers shall be obliged to inform the travellers about their insolvency without undue delay and to provide all relevant information about the mechanism of requesting the refunds, including:</u></p>	<p>AT (Comments): AT understands the intention behind the new Art. 17 (6a) and in this context it would also be crucial for travellers to know whether their trip will take place or not as soon as possible. In practice, however, the regulation cannot be implemented. Under AT law, the insolvent organiser is no longer allowed to carry out any business activities. Usually, his duties are transferred to an insolvency administrator who is appointed by a court. Above all, however, the tour operator does not normally know which documents the insolvency insurer requires. In AT, insolvency protection is provided by a separate insolvency insurer, separate from the organiser. The different roles of the (insolvent) organiser and the insolvency insurer who makes the payments should be taken into account here.</p>

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	<p>CZ (Comments): CZ points out that in most cases, when a travel agency goes bankrupt, they usually stop communicating, so they cannot even inform passengers. How should compliance with this obligation be ensured? Please also note that if not providing the information would present an offence, it could not be enforced against the bankrupt entity.</p> <p>DE (Drafting Suggestions): <u>6a. Organisers shall be obliged to inform the travellers about their insolvency without undue delay, and to provide all relevant information about the mechanism of requesting the refunds, including:</u></p> <p>DE (Comments): DE: Germany welcomes in principle the intention to implement the "lessons learned" from the FTI insolvency in the PTD. However, from Germany's point of view, the regulation proposed in Article 17 paragraph 6a is not suitable to better counter future insolvencies. With regard to the FTI insolvency and in view of the ongoing process, DEU believes that it is currently too early to translate any findings into a regulatory proposal. However, possible European legal requirements should take into account the fact that insolvency protection systems are organised differently in the Member States. It should therefore be weighed up whether requirements at EU level promote or hinder the practical application of insolvency protection in the Member States. The common goal of all protection systems is the reliable repatriation of travellers and the prompt reimbursement of payments made. Therefore, from Germany's point of view, Article 17 (6a) must be</p>

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	<p>amended as proposed in the drafting suggestions. Due to the different insolvency protection systems, the members states should be able to decide how travellers are being informed about the refund procedure in detail.</p> <p>DK</p> <p>(Comments): Denmark considers it reasonable that providers must inform travellers about their insolvency. However, we find it unclear what the obligation includes. Is it sufficient for the information to be posted on the provider's website, or must each individual traveller be contacted individually? With reservations, Denmark supports the intention behind the provision.</p> <p>EE</p> <p>(Comments): EE: In general, we agree that it is important that travelers are informed of the insolvency protection and given special instructions. However, we have doubts whether the new paragraph 6a can be an effective tool. At first, the problem may arise from the fact that the organiser may no longer be able to fulfill these notification obligations in case of insolvency. Additionally, organizer may not be aware of which documents need to be submitted during the procedure, as they are not the ones processing these requirements. In different MSs the mechanism of insolvency protection varies significantly and for example, in Estonia, all relevant proceedings, claim handling, informing of travelers and giving respective instructions is the task of the Consumer Protection and Technical Regulatory Authority. Therefore we tend to prefer the deletion of 6a from this text and to leave it to the discretion of MS to introduce relevant rules according to their national needs.</p> <p>ES</p>

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	<p>(Drafting Suggestions): 6a. Organisers or, alternatively, trustees shall inform the travellers, at least by placing an advertisement in a national newspaper in those countries where consumers may be affected, as well as on the company's own website and social networks, about their insolvency without undue delay and to provide all relevant information about the mechanism for requesting the refunds, including:</p> <p>ES (Comments): It is essential that affected travellers receive sufficient information in a timely manner, and we therefore invite the Presidency, the Commission and other delegations to explore mechanisms to reconcile the different national insolvency regulations with adequate consumer protection.</p> <p>FI (Comments): In principle we could support the obligation of the organiser to inform the travellers about the insolvency and the contact information of the entity providing insolvency protection. However, after the insolvency procedure, such as a bankruptcy, has started, it is likely that communication could not be done anymore between the traveller (debtor) and the organiser, and we think the requirements of subparagraphs b)-d) are not possible.</p> <p>FR (Comments): Les autorités françaises saluent l’initiative d’introduire une obligation d’information suite à une défaillance d’un opérateur. Elles demandent toutefois des précisions sur les modalités d’exécution de l’obligation d’information par l’opérateur qui a fait faillite :</p>

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	<p>- est-ce qu'il doit contacter les voyageurs de façon individuelle par mail ou par courrier, ce qui permettrait de garantir une information effective de tous les clients concernés, ou bien est-ce qu'une simple annonce par voie de presse pourrait être considérée comme suffisante sans apporter les mêmes garanties ?</p> <p>- est-ce qu'il suffirait d'avoir les modalités décrites aux alinéa (a), (b), (c), (d) sur une page de son site internet, ce qui serait là aussi moins efficace pour informer l'ensemble des clients ?</p> <p>- quel est le délai maximal en ce qui concerne le « undue delay » ?</p> <p>The French authorities welcome the initiative to introduce an information obligation following a failure of an operator.</p> <p>They do, however, ask for clarification of the procedures for the performance of the information obligation by the bankrupt operator:</p> <p>- should he contact travellers individually by e-mail or post, which would ensure that all customers concerned are effectively informed, or could a simple press announcement be considered sufficient without providing the same guarantees?</p> <p>- would it be enough to have the procedures described in paragraphs (a), (b), (c), (d) on a page of its website, which would also be less effective in informing all customers?</p> <p>- what is the maximum time limit for undue delay?</p> <p>IE</p> <p>(Drafting Suggestions):</p> <p>Organisers, <u>or such persons charged with winding up the affairs of the organiser or such national competent authority responsible for the implementation of this Directive,</u> shall be obliged to inform the travellers about their insolvency without undue delay and to provide all relevant information about the mechanism of requesting the refunds, including:</p>

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	<p>IE (Comments): The intent behind this clause is welcome. However, Ireland has a concern that the obligation to notify travellers falls to the organiser. In the event of an insolvency, the organiser has, legally, ceased to exist. It is, therefore, impossible for this obligation to be fulfilled. In Ireland, where a business is insolvent, either the owners, the creditors or the courts will appoint a liquidator to wind up the company. In the case of the travel trade, the national competent authority that is responsible for managing the insolvency protection scheme in Ireland, will step-in and manage the payment of refunds and any repatriation expenses arising. The suggested text reflects this.</p> <p>LV (Comments): Latvia supports PRES proposal</p> <p>SE (Comments): SE is not convinced that the proposed regulation is necessary. The traveller has already been provided with information in the standard information (Annex A to the Directive in the case of package travel) such as the contact details of the insolvency protection provider or the competent authority.</p> <p>SI (Comments): SI supports the amendment.</p>
<p><u>(a) the name and assistance contact of the competent entity providing insolvency protection;</u></p>	<p>DE (Drafting Suggestions): <u>(a) the name and assistance contact of the competent entity providing</u></p>

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	<p>insolvency protection; LV (Comments): Latvia supports PRES proposal</p>
<p><u>(b) the list of documents to be submitted as defined by the competent entity;</u></p>	<p>DE (Drafting Suggestions): (b) the list of documents to be submitted as defined by the competent entity; LV (Comments): Latvia supports PRES proposal</p>
<p><u>(c) the explanation of the applicable insolvency protection mechanism of the Member State;</u></p>	<p>DE (Drafting Suggestions): (c) the explanation of the applicable insolvency protection mechanism of the Member State; LV (Comments): Latvia supports PRES proposal</p>
<p><u>(d) the special instructions for travellers who already started their package.</u></p>	<p>DE (Drafting Suggestions): (d) the special instructions for travellers who already started their package. LV (Comments): Latvia supports PRES proposal</p>

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<p>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).’</p>	
<p>(10) in Article 18, paragraph 2, is replaced by the following:</p>	
<p>‘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.’</p>	<p>EE (Comments): EE can support FR proposal to create public list of all traders allowed to sell packages in respective MS and information about their security. We can also support the idea that all those lists could be accessible via Commission’s web page as this would facilitate both administrative cooperation and informing the travellers.</p> <p>FR (Drafting Suggestions): 2. Member States shall designate central contact points to facilitate the administrative cooperation and supervision of organisers operating in different Member States and to exchange information in relation to insolvency protection and any mechanisms put in place to ensure the effectiveness of refunds for terminated package travel contracts. Member States shall notify the contact details of those contact points to all other Member States and the Commission. Each Member State shall create a list including all traders allowed to sell packages in their countries and their guarantee. These registers shall be public and accessible and shall facilitate the cooperation between the contacts points in between states. All the registers of all the Member States shall be listed at the Commission via a web page which links back to the directories of the</p>

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	<p>Member States. FR (Comments): Les autorités françaises considèrent que, vu les difficultés rencontrées avec les points de contacts des différents Etats Membres au cours des dernières années, il faut prévoir un registre par pays répertoriant à la fois les professionnels de chaque pays et leurs garants. Ces listes devraient par ailleurs être facilement accessibles au public et le lien renvoyant vers ces sites devrait être centralisé auprès de la Commission Européenne. Elles proposent donc un amendement du texte en ce sens. In view of the difficulties encountered with the contact points of the various Member States in recent years, the French authorities consider that it is necessary to provide a register by state listing both the professionals of each country and their guarantors. These lists should also be easily accessible to the public and the link to these sites should be centralized at the European Commission. They therefore propose an amendment to the text as follows.</p> <p>SE (Comments): SE considers this to be a clarification of the exchange of information already required under Article 18(3). SE supports the proposal.</p>
<p><i>[According to Option A and C-Article 19 will be-deleted]</i></p>	<p>CZ (Comments): CZ agrees with option A</p> <p>FI (Comments): We support option A.</p>

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	<p>FR (Drafting Suggestions): <i>[Option A – opt to delete LTAs : Article 19 is deletedCHAPTER VI (LINKED TRAVEL ARRANGEMENTS) is deleted./</i></p> <p>FR (Comments): Les autorités françaises souhaitent la suppression de la PVL. Elle proposent la suppression de tout le chapitre, qui comporte un seul article (article 19) consacré à la notion de prestation de voyage liée. The French authorities are in favour of the deletion of the LTAs. They propose the deletion of the entire chapter, which includes a single article (Article 19) devoted to the concept of LTA.</p> <p>IT (Comments): IT supports option A</p> <p>SE (Comments): SE prefers option A.</p> <p>SK (Comments): SK: We support option A.</p>
<p><i>[Option B – keep LTA: Article 19 will be aligned to the new definition:]</i></p>	<p>FR (Comments): Les autorités françaises soutiennent l’option A et la suppression de la PVL.</p>
<p>(11) Article 19 is replaced by the following:</p>	

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<p><i>'Article 19</i></p>	<p>EE (Comments): EE: strong support for option A FR (Drafting Suggestions): <i>'Article 19</i> FR (Comments): Les autorités françaises proposent la suppression de cette ligne, en lien avec leurs commentaires précédents relatifs à la notion de prestation de voyage liée. The French authorities propose the removal of this line, in line with their previous comments relating to the concept of linked travel service.</p>
<p>Insolvency protection and information requirements for linked travel arrangements</p>	<p>DE (Comments): Germany postpones an assessment of the proposed changes until a decision has been taken on the fundamental question of whether the category of "linked travel arrangements" should be maintained. FR (Drafting Suggestions): Insolvency protection and information requirements for linked travel arrangements FR (Comments): Les autorités françaises proposent la suppression de cette ligne, en lien avec leurs commentaires précédents relatifs à la notion de prestation de</p>

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	<p>voyage liée. The French authorities propose the removal of this line, in line with their previous comments relating to the concept of linked travel service.</p>
<p>1. For linked travel arrangements, as defined in Article 3(5), Member States shall ensure that traders facilitating linked travel arrangements 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.</p>	<p>FR (Drafting Suggestions): For linked travel arrangements, as defined in Article 3(5), Member States shall ensure that traders facilitating linked travel arrangements 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.</p> <p>FR (Comments): Les autorités françaises proposent la suppression de cette ligne, en lien avec leurs commentaires précédents relatifs à la notion de prestation de voyage liée. The French authorities propose the removal of this line, in line with their previous comments relating to the concept of linked travel service.</p> <p>MT (Comments): MT reserves its position until a final decision is taken on whether Option A, Option B or Option C will be taken re LTA’s. Clarification It is unclear how Member States are expected to ‘ensure’ traders adhere to this provision. Over the years, it has become evident that attempting to</p>

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	implement this concept has proven unsuccessful and should seriously consider removing any reference to linked travel arrangements.
<p>2. <u>Before the traveller is bound by any contract leading to the creation of a linked travel arrangement or any corresponding offer, the trader facilitating linked travel arrangements,</u> When inviting the traveller to conclude a contract on a different type of travel service, the trader, including where it the trader 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 <u>relevant</u> form shall be provided in a clear and prominent manner. <u>Traders providing Form D or Form E /of the current directive/ of Annex II shall make available to travellers a facility through which travellers can inform them on the booking of additional travel services within 24 hours of receiving confirmation of the booking of a first travel service.</u></p>	<p>EE (Comments): EE: It does not seem like a reasonable solution to advise travellers to notify and prove to the traders themselves that they have purchased a LTA. Travelers may not have sufficient knowledge for that, and the protection of their rights should not depend on the possession of such knowledge. General recommendations to take screenshots of travel offers belong more to activities aimed at raising overall consumer awareness and should not be part of the directive’s normative provisions. Additionally, this is difficult to implement in practice, and we see a risk in imposing this obligation on consumers.</p> <p>FR (Drafting Suggestions): 2.— <u>Before the traveller is bound by any contract leading to the creation of a linked travel arrangement or any corresponding offer, the trader facilitating linked travel arrangements,</u> When inviting the traveller to conclude a contract on a different type of travel service, the trader, including where it <u>the trader</u> 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 <u>relevant</u> form shall be provided in a clear and prominent manner. <u>Traders providing Form D or Form E /of the current directive/ of Annex II shall make available to travellers a facility through which travellers can inform them on the booking of additional travel services within 24 hours of receiving confirmation of the booking of a first travel service.</u></p>

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	<p>FR (Comments): Les autorités françaises proposent la suppression de cette ligne, en lien avec leurs commentaires précédents relatifs à la notion de prestation de voyage liée. The French authorities propose the removal of this line, in line with their previous comments relating to the concept of linked travel service.</p>
<p>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.</p>	<p>FR (Drafting Suggestions): 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. FR (Comments): Les autorités françaises proposent la suppression de cette ligne, en lien avec leurs commentaires précédents relatifs à la notion de prestation de voyage liée. The French authorities propose the removal of this line, in line with their previous comments relating to the concept of linked travel service.</p>
<p>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 facilitating the linked travel arrangement of the conclusion of the relevant contract, which invited the traveller to conclude such contract on this fact.</p>	<p>FR (Drafting Suggestions): 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 facilitating the linked travel arrangement of the conclusion of</p>

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	<p>the relevant contract, which invited the traveller to conclude such contract on this fact.</p> <p>FR (Comments): Les autorités françaises proposent la suppression de cette ligne, en lien avec leurs commentaires précédents relatifs à la notion de prestation de voyage liée. The French authorities propose the removal of this line, in line with their previous comments relating to the concept of linked travel service.</p> <p>MT (Comments): Clarification if Option A (deletion of LTA’s) is discarded: This was already noted in the original drafting of the Directive. What if the second trader does not inform the first trader ? Who will bear responsibility?</p>
	<p>FR (Drafting Suggestions): (11 bis) In the first sentence of Article 21, the words ‘or of travel services which are part of linked travel arrangements’ are deleted</p> <p>FR (Comments): Les autorités françaises proposent la suppression de la référence aux prestations de voyage liées, en lien avec leurs commentaires précédents relatifs à la suppression de cette catégorie juridique. Elles proposent donc l’ajout d’un point (11 bis). The French authorities propose the removal of any reference to the linked travel services, in accordance with their previous comments relating to the deletion of this legal category. Thus, they suggest to add a point (11 bis).</p>

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(12) Article 22 is replaced by the following:	
<i>'Article 22</i>	
Right of redress and refund rights of organisers	
<p>(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.</p>	
<p>(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.'</p>	<p>CZ (Comments): CZ still prefers deleting this provision which would be difficult to enforce in practice especially towards service providers from third countries. Also, the refunds relate to B2B relations which, in our view, should not be regulated by the PTD. The wording „Member States shall ensure“ also creates doubts whether MSs could be sued by organisers if service providers fail to meet their obligation. CZ would like to avoid this possibility and would welcome an opinion of the Council Legal Services about it. Should the provision stay in the text, CZ reiterates its request for clarification of the intended functioning of the proposed solution with regard to the possibility of enforcement against third country providers. CZ also draws attention to the need to align the deadlines in the PTD and</p>

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	<p>the draft regulation on multimodal travel.</p> <p>FI</p> <p>(Comments): We have major reservations regarding this proposal. We find it problematic that the directive, the main purpose of which is to achieve the highest possible level of consumer protection, would, as proposed, interfere with companies' freedom of contract.</p> <p>MT</p> <p>(Drafting Suggestions): 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 buyer any payments made by the organiser for the service within 157 days. The 157-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</p> <p>MT</p> <p>(Comments): <u>Clarification</u> Whilst the intention is commendable it will be difficult to monitor in Member States and practically impossible for service providers in third-countries. It is unclear what happens if the service provider does not abide by the same requirement. Will organisers/retailers still be expected to refund if they do not receive the refund from service provider? Also how are non-EU service providers expected to be bound by the same? Moreover, if service providers fail to provide service for a reason which is not attributable to them, they should not be automatically bound to refund depending on the circumstances. For example, if the traveller arrived late for an excursion and hence service was not provided, the</p>

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	<p>service provider shouldn't have to refund. Clarification is being requested on how this can be monitored and how this can be enforced particularly in non-EU Member States. MT also believes that the 7 day period is too stringent. The 7 day period should be extended (in line with the requested extension for the 14 day period). Furthermore a separate provision for extraordinary or en-masse situations should be inserted as per our drafting suggestions in Article 12 par 4. SE (Comments): SE supports this proposal. SK (Comments): SK: We consider that the measure is unenforceable in the case of a service provider based outside of EU.</p>
	<p>FR (Drafting Suggestions): (12 bis) Paragraph 1 of Article 23 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.' FR (Comments): Les autorités françaises proposent l'ajout d'un point (12 bis) comme mesure de coordination liée à la suppression de la notion de prestation de voyage liée. The French authorities suggest the adding of a point (12 bis) as a</p>

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<p><u>(12a) In Article 23, a new paragraph 3a is inserted:</u></p>	<p>coordination measure linked to the deletion of the concept of LTAs</p> <p>EE (Comments): EE: As we have suggested earlier, additions to this article raise serious concerns as it might have far more implications on B2B relations than only refund rights. As with several other Member States, Estonia has repeatedly raised this issue. We understand the provision in such a way that the directive does not only stipulate the refund deadline, but completely blocks the possibility in transactions between companies, i.e. in contracts between service providers and organisers, to agree on any limitations of liability concerning the provision of the service by the service provider, including a situation where, for example, force majeure situation occurs (the provision contains a reference - when a service provider cancels a service). This means that traders cannot agree on the limitations of liability or, for example, choose the applicable law. Can the PRES or Council Legal Service confirm this understanding? This is a major change compared to the current directive. In addition, in such a case, would it constitute “overriding mandatory provisions” within the meaning of Article 9 of the Rome I Regulation (593/2008)? We would greatly appreciate any additional information on this matter, so we can consider whether to support such a significant restriction on freedom of contract.</p>
<p><u>‘(3a) Paragraphs 2 and 3 of this Article shall apply accordingly to the organiser’s refund right under Article 22(2).’</u></p>	<p>DE (Comments): DE: Germany has concerns about the feasibility of the proposed right of recourse for organisers against service providers. Germany would, in particular, ask the Presidency to detail whether or not and to what extent it would be possible in practice to exercise this right of refund against</p>

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	<p>service providers in third countries. Germany would also ask the Presidency to set out any findings it has on the feasibility in practice of refund within seven days. In Germany’s view, service providers will not generally have the necessary financial resources to settle refund claims, particularly in exceptional circumstances. The proposed provision would therefore appear likely to be difficult to implement in practice, in particular in such circumstances.</p> <p>FI (Comments): We oppose the mandatory nature of B2B regulation.</p> <p>SE (Comments): It is unclear what consequences a mandatory provision regarding refunds B2B entails. Although it is often smaller organisers who enter into agreements with larger service providers, the opposite can also occur. Introducing mandatory rules is an intrusive measure and should require strong reasons in a B2B relationship. Thus, SE is skeptical about the proposed article 23.3a.</p>
<p>(13) Annex I is replaced by the text in Annex I to this Directive.</p>	
<p>(14) Annex II is replaced by the text in Annex II to this Directive.</p>	<p>FR (Drafting Suggestions): <i>Option A: opt to delete LTAs</i> (14) Annex II is replaced by the text in Annex II to this Directive deleted.</p> <p>FR (Comments):</p>

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	<p>Les autorités françaises proposent cette mesure de coordination liée à la suppression de la notion de prestation de voyage liée. The French authorities propose this coordination measure linked to the abolition of the concept of LTA.</p>
<i>Article 2</i>	
Reporting by the Commission and review	
<p>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.</p>	
<p>The report shall be accompanied, where necessary, by legislative proposals.</p>	
<i>Article 3</i>	
Transposition	
<p>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.</p>	<p>CZ (Comments): CZ agrees. EE (Comments): EE welcomes Presidency text. FR (Drafting Suggestions):</p>

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	<p>Member States shall adopt and publish, by [18 30 24 months after the entry into force of the Directive] at the latest, the laws, regulations and administrative provisions necessary to comply with this Directive. They shall forthwith communicate to the Commission the text of those provisions.</p> <p>FR (Comments): Les autorités françaises considèrent qu'un délai de 30 mois pour transposer une directive qui modifie à la marge une directive déjà en vigueur n'est pas nécessaire. Un délai de 18 mois suffirait. Par souci de compromis, un délai de 24 mois peut être proposé. The French authorities consider that a period of 30 months to implement a directive which marginally modifies a directive already in force is not necessary. A period of 18 months would be sufficient. In the interests of a compromise, a period of 24 months may be proposed.</p> <p>PL (Drafting Suggestions): changes accepted</p> <p>SE (Comments): SE supports this proposal.</p> <p>SK (Comments): SK: We support the proposal.</p>
<p>They shall apply those provisions from [6 months after the transposition deadline].</p>	

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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.	
<i>Article 4</i>	
Entry into force	
This Directive shall enter into force on the twentieth day following that of its publication in the <i>Official Journal of the European Union</i> .	
<i>Article 5</i>	
Addressees	
This Directive is addressed to the Member States.	
Done at Brussels,	
<i>For the European Parliament</i> <i>For the Council</i>	
The President The President	
	General comments

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	CY (Comments): Regarding the articles on which no position has been expressed, the right for scrutiny reservation is reserved.
<i>End</i>	<i>End</i>