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**Brussels, 24 October 2025**

**WK 14297/2025 INIT**

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**NOTE**

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

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Subject: Package Travel Directive - Working Party on Consumer Protection and Information  
on 27 October - Presidency Flash

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Delegations will find attached a Presidency Flash for the above-mentioned meeting.

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WK 14297/2025 INIT

**LIMITE**

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# Working Party on Consumer Protection and Information – Package Travel Directive

Friday, 24 October 2025

## Dear colleagues

Following our ITM with the Parliament today, we are able to present delegations with further details about the developments in the negotiations as further described below.

We would appreciate to receive your feedback at the meeting on 27 October or at the latest on 29 October, COB.

## Information obligations – Articles 5 and 7

Line 71, 71a, 71b (Article 5(1)(a)(viii)): As stated in the Presidency Flash of 22 October 2025, it is important for the Parliament to refer to “disability” in the provision, which would be accompanied by a recital. We have preliminarily discussed the following recital with the Parliament:

*"Regarding pre-contractual information, particular attention should be given to information on the suitability of the travel services for persons with disabilities or with reduced mobility. However, given the diverse forms of disability and reduced mobility, it is not possible for organisers or, where applicable, retailers to provide specific information on the suitability of a given package for each individual form of disability or reduced mobility as part of the general pre-contractual information. Organisers and, where applicable, retailers should thus be able to comply with their information duties by providing a general indication whether a given trip is not or may not be suitable for travellers with disabilities or with reduced mobility. In addition, organisers should provide more detailed information, specific to the situation and requirements of individual travellers with disabilities or reduced mobility, upon the traveller's request."*

Line 73b (Article 5(1)(f)): The Parliament has preliminarily agreed to withdraw the reference to changes occurring between the conclusion of the contract and its execution in the provision, provided that this is replaced with information about the transit. Furthermore, the Parliament would accept “relevant general information” instead of “exhaustive general information” in relation to passport and visa requirements. As such, the Parliament’s proposal for Article 5(1)(f) is as follow (changes marked in bold and strikethrough compared to the Parliament’s original proposal):

*‘(f) ~~exhaustive~~ **relevant** general information on passport and visa requirements, including approximate periods for obtaining visas and information on health formalities, of the country of destination **and transit**; ~~as well as changes occurring between the conclusion of the contract and its execution;~~’*

Could delegations agree to the proposed Article 5(1)(f)?

Line 75e and 75f and 80b (Articles 5(3) and 7(1)): As a compromise to Parliament’s proposal to insert a reference to Directive (EU) 2019/882 in Articles 5(3) and 7(1), could delegations agree to retain the Parliament’s proposal that information should be provided in a “clear, comprehensible and prominent matter” in the operative part of the Directive? In this case, a reference to Directive (EU) 2019/882 would only be inserted in a recital and in a way that would not broaden the scope of the Directive.

The Articles and recital will be shared as soon as possible.

### Prepayments – Article 5a

Lines 76, 77, 78 and 79: As an alternative to the wording of the recital proposed by the Presidency in its Flash of 22 October, the recital could read as follows:

“While Directive (EU) 2015/2302 obliges organisers to inform travellers about arrangements for payment, including any downpayments to be made, it does not contain any rules limiting the amount of downpayments or regulating the timetable for payment of the balance. Member States may regulate such aspects insofar as such rules are in conformity with Union law.”

If delegations agree to a recital replacing Article 5a, which of the two proposed recitals would delegations prefer?

### **Alteration of other package travel contract terms – Article 11(2)**

Line 86b (Article 11(2)): Parliament is keen to keep its proposal for a new Article 11(2). Parliament has explained that the idea is to give an early warning before the organiser is able to propose any changes to the package. This would allow travellers to know at an earlier stage that they could expect changes to the package. However, the co-legislators agree that the current wording of the Parliament's proposal is unclear and would need to be redrafted if such an obligation were to be incorporated.

Would delegations be open to consider the Parliament's proposal – possibly as part of the political compromise - to introduce an obligation to inform travellers of changes to the package without undue delay, before the organiser is ready to inform of the consequences of these changes?

A draft will be shared as soon as possible.

### **Termination of the package travel contract – Article 12**

Line 87a, 87b, 87c and 87d (Article 12(1)): Parliament wants to ensure that organisers are obliged to inform in more detail about the termination fee.

As a consequence of Parliament's proposal in Article 12(1), Article 5(1)(g) would need to be adjusted accordingly. Could delegations agree to the proposed changes to Article 12(1) and potential adjustment of Article 5(1)(g)?

A draft will be shared as soon as possible.

Line 89 (Article 12(2)): Both mandates recognises that quarantine requirements in the Member State of residence or departure when returning from the trip are relevant to take into account when assessing whether termination of the contract is justified. Delegations are invited to indicate whether they see the need for reflecting this in the operative part of the text.

Line 90 and 91 (Article 12(3a)): As part of the political compromise, could the delegations agree to the following recital, reflecting Case C-299/22, in particular point 79-83:

*“Circumstances already known to the traveller concerned or foreseeable for him or her on the date of conclusion of the package travel contract cannot be the basis for exercising the right to terminate such a contract without paying a termination fee unless the situation [which existed at the moment of the conclusion of contract or*

*was foreseeable at that point in time] exacerbated significantly between the conclusion and the termination of the contract.*

In exchange, the Parliament would agree to delete the following sentence: “Where the traveller has been duly informed about an official warning and travel restrictions by the organiser, and nonetheless proceeded with a booking, the traveller shall assume the financial risk in the event that he or she terminates the package travel contract.”

Line 93 (Article 12(4)): As a compromise proposal, could delegations agree to adding the following to Article 12(4):

“Where the traveller’s payment details are no longer valid, the 14-day refund period shall start running as soon as the traveller has provided the organiser with the correct payment details.”

#### **Vouchers – Article 12a**

Line 98a, 99, 102a and 103: As an alternative to Parliament’s proposal to add “actively” in relation to the traveller’s consent to receive a voucher, the co-legislators have discussed using the word “expressly”. Furthermore, the co-legislators have discussed including a recital on the meaning of “expressly”.

Could delegations agree to the insertion of “expressly” and a recital elaborating on its meaning? The recital could read something along the following lines:

“Therefore, clear rules on vouchers providing such guarantees should be established. Those guarantees should include compulsory information on the voluntary nature and on the characteristics the voucher before travellers accept the voucher [explicitly/expressly]. The traveller’s [explicit/express] acceptance means that the acceptance cannot be implied but that the traveller should express it actively [and specifically]. Such acceptance should be declared on a durable medium. It is also appropriate to specify the necessary information to be mentioned on the voucher itself.”

Line 106: As a compromise on Parliament’s proposal that the transfer of a voucher should be marked, the co-legislators discussed inserting that the organiser shall “confirm” the transfer. Further, the co-legislators have discussed a recital

Line 106:

*In order to improve traceability, the organiser shall confirm the transfer of the voucher.*

Recital:

*"The confirmation of the transfer may be complemented by the marking of the voucher, for example, either physically or electronically, to clearly indicate the transfer has taken place."*

## Insolvency protection – Articles 17 and 18

Line 119, 119a, 120, 120a, 120b, 121: In its Flash of 22 October, the Presidency presented a compromise proposal for inventories. Following today's ITM, the Presidency would like to present an updated proposal (changes marked in bold and strikethrough compared to the proposal presented on Friday 17 October):

### New Article 17(7) (proposed Article 17(7) becomes 17(8))

Each Member State shall ~~maintain~~ **ensure** that online inventories listing all organisers that are established in its territory and ~~are~~ covered by insolvency protection under the national provisions transposing this Directive **are** publicly accessible and ~~shall keep~~ **kept them** up to date. The information displayed in the inventories shall include the insolvency protection body or bodies granting insolvency protection for the relevant organiser, including the insolvency body's or bodies' contact details, ~~and the Member States which are covered by this insolvency protection.~~ ~~Member States shall make ensure that such inventories are publicly accessible and shall keep them up to date.~~

### New Article 17(7), subparagraph 2 (proposed Article 17(7) becomes 17(8))

Member States shall share with the Commission the links to the websites of their inventories when they notify the national measures transposing Directive (EU) [...] and shall communicate any changes to these links to the Commission without delay. The Commission shall make publicly available on its website a list of the links which it receives from the Member States and shall update that list as soon as a Member State communicates a new link to the Commission. ~~The Commission shall not be responsible for the content of the inventories.~~

### Article 18(3):

3. The central contact points shall make available to each other all necessary information on their national insolvency protection requirements and ~~the identity of the entity or entities in charge of the insolvency protection for specific organisers established in their territory. Those contact points shall grant each other access to any available inventory listing organisers which are in compliance with their insolvency protection obligations. Any such inventory shall be publicly accessible, including online.~~

Could the delegations accept the proposal with the above stated updated?