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NOTE

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 - Working Party on Consumer Protection and Information on 18 November - Presidency Flash

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

Working Party on Consumer Protection and Information – Package Travel Directive

Friday, 14 November 2025

Dear colleagues

At the attaché meeting on 18 November 2025, the Presidency intends to inform you about the provisional compromises reached at the technical level. Please note that these have been provisionally agreed with Parliament. During the meeting, we will update you on the newest developments in relation to the upcoming trilogue 2 December and present you with potential landing zones on certain political elements.

Technical elements (compromise package)
We have provisionally agreed on the following technical aspects with the Parliament:

- Line 52e-52f: The Parliament withdraws its proposal to exclude all business travels from the scope of the Directive.
- Line 71-71b: The Council agrees to include "disability" in Article 5(1)(a)(viii) based on the compromise presented below.
- Line 75e-75f and 80a-80b: The Council agrees to insert a reference to Directive (EU) 2019/882 in a recital based on the compromise presented below.
- Line 86a-86b: The Parliament withdraws its proposal to oblige organisers to warn about significant changes.
- Line 87a-87d: The Council agrees to amend Article 12(1) on standardised termination fee based on the compromise presented below.
- Line 117-117a: The Parliament withdraws its proposal to harmonise documents entirely. Alternatively, the Parliament and the Council agree on an information obligation on the required documents based on the compromise presented below.

Please note that this should be seen as an overall package.

Line 71-71b (Article 5(1)(a)(viii): As previously mentioned, it is very important for the Parliament to mention "disability" in the operative part of the text. Based on further discussions to ensure legal clarity and coherence with other definitions of persons with disabilities, the co-legislators have provisionally agreed to the following text (changes to current Directive marked in bold and strikethrough):

> '(viii) whether [**the services included in**] the trip or holiday is/[**are**]**, in general**~~, generally suitable for~~ **accessible to** persons with reduced mobility**, whether the reduced mobility is caused by disabilities [or a disability] or other causes [and regardless of whether it is permanent or temporary]** and, upon the traveller's request, **further** ~~precise~~ information on the **[accessibility and]** suitability of the trip or holiday taking into account the traveller's needs;'

A recital would no longer be needed.

Line 75e-75f and 80a-80b (Articles 5(3) and 7(1): The compromise is to insert a reference to Directive (EU) 2019/882 as presented in the Presidency Flash of 31 October. The recital would thus state the following:

> Recital:
>
> "The information should be provided to travellers in a clear and comprehensible manner, and, where applicable, in line with the accessibility requirements of Directive (EU) 2019/882. It should be recalled that where the services concerned fall within the scope of Directive (EU) 2019/882{*}, accessibility for persons with disabilities is to be ensured in line with the accessibility requirements as set out in Annex I of Directive (EU) 2019/882."

Line 87a-87d (Article 12(1): The co-legislators have provisionally agreed to the text below (changes marked in bold and strikethrough compared to current Directive). Please note that, according to the compromise, the contract will have to stipulate that a fee may be required in order for the organiser to be able to request such a fee. It will be sufficient to merely state in the contract that the traveller may be required to pay fees.

> "1. Member States shall ensure that the traveller may terminate the package travel contract at any time before the start of the package. Where the traveller terminates the package travel contract under this paragraph, the traveller may be required to pay an appropriate and justifiable termination fee to the organiser**, provided that the contract stipulates that the traveller may be required to pay such fees.** ~~The package travel contract may specify reasonable standardised termination fees based on the time of the termination of the contract before the start of the package and the expected cost savings and income from alternative deployment of the travel services. In the absence of standardised termination fees, the amount of the termination fee shall correspond to the price of the package minus~~

~~the cost savings and income from alternative deployment of the travel services. At the traveller's request the organiser shall provide a justification for the amount of the termination fees.~~

The contract may:

(a) specify reasonable standardised termination fees, depending on the moment when the package travel contract is terminated, in the form of fixed amounts or percentages of the package price or a similar calculation method, or

(b) stipulate that the termination fee corresponds to the price of the package minus relevant cost savings and income from alternative deployment of the travel services, or a lower amount as agreed by the parties.

If the contract provides that a termination fee may be required but contains no further specifications, the termination fee shall correspond to the price of the package minus relevant cost savings and income from alternative deployment of the travel services, or a lower amount as agreed by the parties.

At the traveller's request the organiser shall provide a justification for the ~~amount of the~~ applicable termination fees.

Line 117-117a (Article 17(6)-(6a)): As regards the harmonisation of documents, the compromise is to insert an obligation to inform the traveller about the required documents as presented in the Presidency Flash of 31 October. The compromise proposal would thus be the following:

"6.a. Member States shall ensure that, in case of an organiser's insolvency, travellers are informed without undue delay and through appropriate communication channels at least about

(a) the fact of the organiser's insolvency;
(b) the name and contact details of the entity providing insolvency protection;
(c) their rights in relation to packages that have already started or that can still be performed.;
(d) the documents that travellers must submit in order to request a refund."

Recital 23 (line 36):

"The traveller should be requested to submit only documents that are necessary to examine the request."

Technical elements (other outstanding issues)

Line 89a-89b and 93a (Articles 12(3) and Article 12(4), subparagraph): Based on delegations' feedback to the Parliament's proposal for a new paragraph 3 in Article 12, we have provisionally agreed to delete the Parliament's proposal for a new paragraph (3) and instead insert the following compromise text in paragraph (4) (changes marked in bold and strikethrough compared to proposal presented in an e-mail of 31 October):

"Where within 14 days following the termination of a package travel contract under paragraphs 1, 2 or 3, the organiser and the traveller agree on a substitute package of an equivalent or higher quality, the traveller shall not be entitled to a refund or reimbursement. If the traveller accepts a substitute package of a lower quality or cost, the organiser shall **refund to the traveller the corresponding** ~~grant the traveller an appropriate~~ price reduction not later than 14 days after the agreement on the substitute package."

Line 119-119a, 120-120b (Article 17 and 18 on inventories): Based on delegations' feedback, we have provisionally agreed to the following compromise text on inventories (changes marked in bold and strikethrough compared to the text proposed in the Presidency Flash of 31 October):

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

"7. Each Member State shall ensure that online inventories listing all organisers, or where applicable retailers, that are established in its territory and covered by insolvency protection under the national provisions transposing this Directive are publicly accessible and kept up to date."

Member States shall share with the Commission the links to the websites of their inventories when they notify the national 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."

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."

Article 18(4) (new proposal, changes compared to current Directive):

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