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WORKING DOCUMENT

From:	General Secretariat of the Council
To:	Working Party on Consumer Protection and Information (Attachés) Working Party on Consumer Protection and Information
Subject:	Proposal for a DIRECTIVE OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL amending Directive (EU) 2015/2302 to make the protection of travellers more effective and to simplify and clarify certain aspects of the Directive

Delegations will find in annex the consolidated text of the Package Travel Directive, intended for information only.

Changes proposed in the Commission proposal (doc. 16338/23) are indicated on yellow background, with additions in **bold underline** and deletions in strikethrough.

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2023/0435 (COD)

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

CHAPTER I

SUBJECT MATTER, SCOPE, DEFINITIONS AND LEVEL OF HARMONISATION

Article 1

Subject matter

The purpose of this Directive is to contribute to the proper functioning of the internal market and to the achievement of a high and as uniform as possible level of consumer protection by approximating certain aspects of the laws, regulations and administrative provisions of the Member States in respect of contracts between travellers and traders relating to package travel and linked travel arrangements, **as well as certain aspects of contracts between organisers of packages and service providers.**

Article 2

Scope

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.

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.

2. This Directive does not apply to:

(a) packages and linked travel arrangements covering a period of less than 24 hours unless overnight accommodation is included;

(b) packages offered, and linked travel arrangements facilitated, occasionally and on a not-for-profit basis and only to a limited group of travellers;

(c) packages and linked travel arrangements purchased on the basis of a general agreement for the arrangement of business travel between a trader and another natural or legal person who is acting for purposes relating to his trade, business, craft or profession.

3. This Directive does not affect national general contract law such as the rules on the validity, formation or effect of a contract, insofar as general contract law aspects are not regulated in this Directive.

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Article 3

Definitions

For the purposes of this Directive, the following definitions apply:

- (1) 'travel service' means:
 - (a) carriage of passengers;
 - (b) accommodation which is not intrinsically part of carriage of passengers and is not for residential purposes;
 - (c) rental of cars, other motor vehicles within the meaning of Article 3(11) of Directive 2007/46/EC of the European Parliament and of the Council ⁽¹⁶⁾, or motorcycles requiring a Category A driving licence in accordance with point (c) of Article 4(3) of Directive 2006/126/EC of the European Parliament and of the Council ⁽¹⁷⁾;
 - (d) any other tourist service not intrinsically part of a travel service within the meaning of points (a), (b) or (c);
- (2) 'package' means a combination of at least two different types of travel services, **as defined in point 1**, for the purpose of the same trip or holiday, if:
 - (a) those services are combined by one trader, including at the request of or in accordance with the selection of the traveller, before a single contract on all services is concluded; or
 - (b) irrespective of whether separate contracts are concluded with individual travel service providers, **and those services are:**
 - (i) **those services are** purchased from a single point of sale and **- those services** have been selected before the traveller agrees to pay, **or** **- other types of travel services are booked within 3 hours after the traveller agreed to pay for the first travel service, or** **- other types of travel services are booked within 24 hours after the traveller agreed to pay for the first travel service and if, before the traveller agreed to pay for the first travel service, the trader invited the traveller to subsequently book one or more additional types of travel services, or**
 - (ii) **are** offered, sold or charged at an inclusive or total price, **regardless of any separate billing, or**
 - (iii) **are** advertised or sold under the term 'package' or under a similar term, **or**
 - (iv) **are** combined after the conclusion of a contract by which a trader entitles the traveller to choose among a selection of different types of travel services, or
 - (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 traders ~~and a contract with the latter trader or traders is concluded at the latest 24 hours after the confirmation of the booking of the first travel service.~~

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A combination of travel services where not more than one type of travel service as referred to in point (a), (b) or (c) of point 1 is combined with one or more tourist services as referred to in point (d) of point 1 is not a package if the latter services:

- (a) do not account for a significant proportion **at least 25%** of the value of the combination and are not advertised as and do not otherwise represent an essential feature of the combination; or
 - (b) are selected and purchased only after the performance of a travel service as referred to in point (a), (b) or (c) of point 1 has started;
- (3) ‘package travel contract’ means a contract on the package as a whole or, if the package is provided under separate contracts, all contracts covering travel services included in the package;
- (4) ‘start of the package’ means the beginning of the performance of travel services included in the package;
- (5) ‘linked travel arrangement’ means **at least two a combination of** different types of travel services **not falling under the definition of a package in point 2, where, a trader which is party to a contract on the provision of a travel service and receives payments by or on behalf of a traveller invites a traveller to book additional type of travel service from another trader for the purpose of same trip or holiday and where a contract on the provision of an additional travel service is concluded at the latest 24 hours after the confirmation of the booking of the first contract.** 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 facilitates:
- (a) on the occasion of a single visit or contact with his point of sale, the separate selection and separate payment of each travel service by travellers; or
 - (b) in a targeted manner, the procurement of at least one additional travel service from another trader where a contract with such other trader is concluded at the latest 24 hours after the confirmation of the booking of the first travel service.
- Where not more than one type of travel service as referred to in point (a), (b) or (c) of point 1 and one or more tourist services as referred to in point (d) of point 1 are purchased, they do not constitute a linked travel arrangement if the latter 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.
- (6) ‘traveller’ means any person who is seeking to conclude a contract, or is entitled to travel on the basis of a contract concluded, within the scope of this Directive;
 - (7) ‘trader’ means any natural person or any legal person, irrespective of whether privately or publicly owned, who is acting, including through any other person acting in his name or on his behalf, for purposes relating to his trade, business, craft or profession in relation to contracts covered by this Directive, whether acting in the capacity of organiser, retailer, trader facilitating a linked travel arrangement or as a travel service provider;
 - (8) ‘organiser’ means a trader who combines and sells or offers for sale packages, either directly or through another trader or together with another trader, or the trader who transmits the traveller's data to another trader in accordance with point (b)(v) of point 2;
 - (9) ‘retailer’ means a trader other than the organiser who sells or offers for sale packages combined by an organiser;

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- (10) ‘establishment’ means establishment as defined in point 5 of Article 4 of Directive 2006/123/EC;
- (11) ‘durable medium’ means any instrument which enables the traveller or the trader to store information addressed personally to him in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored;
- (12) ‘unavoidable and extraordinary circumstances’ means a situation beyond the control of the party who invokes such a situation and the consequences of which could not have been avoided even if all reasonable measures had been taken;
- (13) ‘lack of conformity’ means a failure to perform or improper performance of the travel services included in a package;
- (14) ‘minor’ means a person below the age of 18 years;
- (15) ‘point of sale’ means any retail premises, whether movable or immovable, or a retail website or similar online sales facility, including where retail websites or online sales facilities are presented to travellers as a single facility, including a telephone service;
- (16) ‘repatriation’ means the traveller's return to the place of departure or to another place the contracting parties agree upon.

Article 4

Level of harmonisation

Unless otherwise provided for in this Directive, Member States shall not maintain or introduce, in their national law, provisions diverging from those laid down in this Directive, including more or less stringent provisions which would ensure a different level of traveller protection.

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CHAPTER II

INFORMATION OBLIGATIONS AND CONTENT OF THE PACKAGE TRAVEL CONTRACT

Article 5

Pre-contractual information

1. Member States shall ensure that, before the traveller is bound by any package travel contract or any corresponding offer, the organiser and, where the package is sold through a retailer, also the retailer shall provide the traveller with the standard information by means of the relevant form as set out in Part A or Part B of Annex I, and, where applicable to the package, with the following information:

- (a) the main characteristics of the travel services:
 - (i) the travel destination(s), itinerary and periods of stay, with dates and, where accommodation is included, the number of nights included;
 - (ii) the means, characteristics and categories of transport, the points, dates and time of departure and return, the duration and places of intermediate stops and transport connections.

Where the exact time is not yet determined, the organiser and, where applicable, the retailer shall inform the traveller of the approximate time of departure and return;
 - (iii) the location, main features and, where applicable, tourist category of the accommodation under the rules of the country of destination;
 - (iv) the meal plan;
 - (v) visits, excursion(s) or other services included in the total price agreed for the package;
 - (vi) where it is not apparent from the context, whether any of the travel services will be provided to the traveller as part of a group and, if so, where possible, the approximate size of the group;
 - (vii) where the traveller's benefit from other tourist services depends on effective oral communication, the language in which those services will be carried out; and
 - (viii) whether the trip or holiday is generally suitable for persons with reduced mobility and, upon the traveller's request, precise information on the suitability of the trip or holiday taking into account the traveller's needs;
- (b) the trading name and geographical address of the organiser and, where applicable, of the retailer, as well as their telephone number and, where applicable, e-mail address;
- (c) the total price of the package inclusive of taxes and, where applicable, of all additional fees, charges and other costs or, where those costs cannot reasonably be calculated in advance of the conclusion of the contract, an indication of the type of additional costs which the traveller may still have to bear;
- (d) the arrangements for payment, including any amount or percentage of the price which is to be paid as a down payment and the timetable for payment of the balance, **in accordance with Article 5a**, or financial guarantees to be paid or provided by the traveller;
- (e) the minimum number of persons required for the package to take place and the time-limit, referred to in point (a) of Article 12(3), before the start of the package for the possible termination of the contract if that number is not reached;

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- (f) general information on passport and visa requirements, including approximate periods for obtaining visas and information on health formalities, of the country of destination;
- (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);**
- (h) information on optional or compulsory insurance to cover the cost of termination of the contract by the traveller or the cost of assistance, including repatriation, in the event of accident, illness or death.

For package travel contracts concluded by telephone, the organiser and, where applicable, the retailer shall provide the traveller with the standard information set out in Part B of Annex I, and the information set out in points (a) to (h) of the first subparagraph.

2. With reference to packages as defined in point (b)(v) of point 2 of Article 3 the organiser and the trader to whom the data are transmitted shall ensure that each of them provides, before the traveller is bound by a contract or any corresponding offer, the information set out in points (a) to (h) of the first subparagraph of paragraph 1 of this Article in so far as it is relevant for the respective travel services they offer. The organiser shall also provide, at the same time, the standard information by means of the form set out in Part C of Annex I.

3. The information referred to in paragraphs 1 and 2 shall be provided in a clear, comprehensible and prominent manner. Where such information is provided in writing, it shall be legible.

Article 5a

Payments

Member States shall ensure that, except for packages as defined in Article 3, point (2)(b)(iv), and packages booked less than 28 days before the start of the package, the organiser or, where applicable, the retailer shall not request downpayments exceeding 25% of the total price of the package and shall not request the remaining payment earlier than 28 days before the start of the package. The organiser, or where applicable, the retailer may request higher downpayments where this is necessary to ensure the organisation and the performance of the package. The downpayments may cover advance payments to providers of services included in the package and costs incurred by the organiser, or where applicable the retailer, specifically in relation to the organisation and performance of the package insofar as it is necessary to cover those costs at the time of booking.

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Article 6

Binding character of pre-contractual information and conclusion of the package travel contract

1. Member States shall ensure that the information provided to the traveller pursuant to points (a), (c), (d), (e) and (g) of the first subparagraph of Article 5(1) shall form an integral part of the package travel contract and shall not be altered unless the contracting parties expressly agree otherwise. The organiser and, where applicable, the retailer shall communicate all changes to the pre-contractual information to the traveller in a clear, comprehensible and prominent manner before the conclusion of the package travel contract.
2. If the organiser and, where applicable, the retailer has not complied with the information requirements on additional fees, charges or other costs as referred to in point (c) of the first subparagraph of Article 5(1) before the conclusion of the package travel contract, the traveller shall not bear those fees, charges or other costs.

Article 7

Content of the package travel contract and documents to be supplied before the start of the package

1. Member States shall ensure that package travel contracts are in plain and intelligible language and, in so far as they are in writing, legible. At the conclusion of the package travel contract or without undue delay thereafter, the organiser or retailer shall provide the traveller with a copy or confirmation of the contract on a durable medium. The traveller shall be entitled to request a paper copy if the package travel contract has been concluded in the simultaneous physical presence of the parties.

With respect to off-premises contracts as defined in point 8 of Article 2 of Directive 2011/83/EU, a copy or confirmation of the package travel contract shall be provided to the traveller on paper or, if the traveller agrees, on another durable medium.

2. The package travel contract or confirmation of the contract shall set out the full content of the agreement which shall include all the information referred to in points (a) to (h) of the first subparagraph of Article 5(1) and the following information:

(a) special requirements of the traveller which the organiser has accepted;

(b) information ~~that the organiser is:~~

(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** (ii) ~~obliged to provide~~ 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.**

(c) the name of the entity in charge of the insolvency protection and its contact details, including its geographical address, and, where applicable, the name of the competent authority designated by the Member State concerned for that purpose and its contact details;

(d) the name, address, telephone number, e-mail address and, where applicable, the fax number of the organiser's local representative, of a contact point or of another service which enables the traveller to contact the organiser quickly and communicate with him efficiently, to request

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assistance when the traveller is in difficulty or to complain about any lack of conformity perceived during the performance of the package;

(e) information that the traveller is required to communicate any lack of conformity which he perceives during the performance of the package in accordance with Article 13(2);

(f) where minors, unaccompanied by a parent or another authorised person, travel on the basis of a package travel contract which includes accommodation, information enabling direct contact with the minor or the person responsible for the minor at the minor's place of stay;

(g) information on available in-house complaint handling procedures and on alternative dispute resolution ('ADR') mechanisms pursuant to Directive 2013/11/EU of the European Parliament and of the Council ⁽¹⁸⁾, and, where applicable, on the ADR entity by which the trader is covered and on the online dispute resolution platform pursuant to Regulation (EU) No 524/2013 of the European Parliament and of the Council ⁽¹⁹⁾;

(h) information on the traveller's right to transfer the contract to another traveller in accordance with Article 9.

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.

3. With reference to packages as defined in point (b)(v) of point 2 of Article 3, the trader to whom the data are transmitted shall inform the organiser of the conclusion of the contract leading to the creation of a package. The trader shall provide the organiser with the information necessary to comply with his obligations as an organiser.

As soon as the organiser is informed that a package has been created, the organiser shall provide to the traveller the information referred to in points (a) to (h) of paragraph 2 on a durable medium.

4. The information referred to in paragraphs 2 and 3 shall be provided in a clear, comprehensible and prominent manner.

5. In good time before the start of the package, the organiser shall provide the traveller with the necessary receipts, vouchers and tickets, information on the scheduled times of departure and, where applicable, the deadline for check-in, as well as the scheduled times for intermediate stops, transport connections and arrival.

Article 8

Burden of proof

As regards compliance with the information requirements laid down in this Chapter, the burden of proof shall be on the trader.

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CHAPTER III
CHANGES TO THE PACKAGE TRAVEL CONTRACT BEFORE THE START OF THE
PACKAGE

Article 9

Transfer of the package travel contract to another traveller

1. Member States shall ensure that a traveller may, after giving the organiser reasonable notice on a durable medium before the start of the package, transfer the package travel contract to a person who satisfies all the conditions applicable to that contract. Notice given at the latest seven days before the start of the package shall in any event be deemed to be reasonable.
2. The transferor of the package travel contract and the transferee shall be jointly and severally liable for the payment of the balance due and for any additional fees, charges or other costs arising from the transfer. The organiser shall inform the transferor about the actual costs of the transfer. Those costs shall not be unreasonable and shall not exceed the actual cost incurred by the organiser due to the transfer of the package travel contract.
3. The organiser shall provide the transferor with proof of the additional fees, charges or other costs arising from the transfer of the package travel contract.

Article 10

Alteration of the price

1. Member States shall ensure that after the conclusion of the package travel contract, prices may be increased only if the contract expressly reserves that possibility and states that the traveller is entitled to price reduction under paragraph 4. In that event the package travel contract shall state how price revisions are to be calculated. Price increases shall be possible exclusively as a direct consequence of changes in:
 - (a) the price of the carriage of passengers resulting from the cost of fuel or other power sources;
 - (b) the level of taxes or fees on the travel services included in the contract imposed by third parties not directly involved in the performance of the package, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; or
 - (c) the exchange rates relevant to the package.
2. If the price increase referred to in paragraph 1 of this Article exceeds 8 % of the total price of the package, Article 11(2) to (5) shall apply.
3. Irrespective of its extent, a price increase shall be possible only if the organiser notifies the traveller clearly and comprehensibly of it with a justification for that increase and a calculation, on a durable medium at the latest 20 days before the start of the package.
4. If the package travel contract stipulates the possibility of price increases, the traveller shall have the right to a price reduction corresponding to any decrease in the costs referred to in points (a), (b) and (c) of paragraph 1 that occurs after the conclusion of the contract before the start of the package.

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5. In the event of a price decrease, the organiser shall have the right to deduct actual administrative expenses from the refund owed to the traveller. At the traveller's request, the organiser shall provide proof of those administrative expenses.

Article 11

Alteration of other package travel contract terms

1. Member States shall ensure that, before the start of the package, the organiser may not unilaterally change package travel contract terms other than the price in accordance with Article 10, unless:

- (a) the organiser has reserved that right in the contract;
- (b) the change is insignificant; and
- (c) the organiser informs the traveller of the change in a clear, comprehensible and prominent manner on a durable medium.

2. If, before the start of the package, the organiser is constrained to alter significantly any of the main characteristics of the travel services as referred to in point (a) of the first subparagraph of Article 5(1) or cannot fulfil the special requirements as referred to in point (a) of Article 7(2), or proposes to increase the price of the package by more than 8 % in accordance with Article 10(2), the traveller may within a reasonable period specified by the organiser:

- (a) accept the proposed change; or
- (b) terminate the contract without paying a termination fee.

If the traveller terminates the package travel contract, the traveller may accept a substitute package where this is offered by the organiser, if possible of an equivalent or a higher quality.

3. The organiser shall without undue delay inform the traveller in a clear, comprehensible and prominent manner on a durable medium of:

- (a) the proposed changes referred to in paragraph 2 and, where appropriate in accordance with paragraph 4, their impact on the price of the package;
- (b) a reasonable period within which the traveller has to inform the organiser of his decision pursuant to paragraph 2;
- (c) the consequences of the traveller's failure to respond within the period referred to point (b), in accordance with applicable national law; and
- (d) where applicable, the offered substitute package and its price.

4. Where the changes to the package travel contract referred to in the first subparagraph of paragraph 2 or the substitute package referred to in the second subparagraph of paragraph 2 result in a package of lower quality or cost, the traveller shall be entitled to an appropriate price reduction.

5. If the package travel contract is terminated pursuant to point (b) of the first subparagraph of paragraph 2 of this Article, and the traveller does not accept a substitute package, the organiser shall refund all payments made by or on behalf of the traveller without undue delay and in any event not later than 14 days after the contract is terminated. Article 14(2), (3), (4), (5) and (6) shall apply *mutatis mutandis*.

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Article 12

Termination of the package travel contract and the right of withdrawal before the start of the package

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. 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.

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 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** and significantly affecting the performance of the package, ~~or which significantly affect the carriage of passengers to the destination.~~ **The traveller may terminate the contract where it can be reasonably expected that the performance of the package travel contract will be significantly affected by unavoidable and extraordinary circumstances.** ~~In the event of termination of~~ **If the package travel contract is terminated in accordance with** under 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.

3. The organiser may terminate the package travel contract and provide the traveller with a full refund of any payments made for the package, but shall not be liable for additional compensation, if:

- (a) the number of persons enrolled for the package is smaller than the minimum number stated in the contract and the organiser notifies the traveller of the termination of the contract within the period fixed in the contract, but not later than:
 - (i) 20 days before the start of the package in the case of trips lasting more than six days;
 - (ii) seven days before the start of the package in the case of trips lasting between two and six days;
 - (iii) 48 hours before the start of the package in the case of trips lasting less than two days;

or

- (b) the organiser is prevented from performing the contract because of unavoidable and extraordinary circumstances and notifies the traveller of the termination of the contract without undue delay before the start of the package.

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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.

4. The organiser shall provide any refunds required under paragraphs 2 and 3 or, with respect to paragraph 1, reimburse any payments made by or on behalf of the traveller for the package minus the appropriate **and justifiable** termination fee. **The organiser shall make such** Such refunds or reimbursements shall be made 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.**

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.

5. With respect to off-premises contracts, Member States may provide in their national law that the traveller has the right to withdraw from the package travel contract within a period of 14 days without giving any reason.

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CHAPTER IV
PERFORMANCE OF THE PACKAGE

Article 12a

Vouchers

- 1. Member States shall ensure that, where a contract is terminated pursuant to Articles 10, 11 or 12, the organiser may give the traveller the choice to accept a voucher which can be used for a future package instead of a refund.**
- 2. Before the traveller accepts the voucher, the organiser shall inform the traveller clearly and prominently in writing about:**
 - (a) the fact that the traveller is entitled to a refund within 14 days and is not obliged to accept a voucher,**
 - (b) the validity period of the voucher and the rights of travellers in relation to vouchers as laid down in this Article,**
- 3. The value of the voucher offered shall correspond at least to the amount of the traveller's refund right. The organiser may offer a voucher on a higher amount.**
- 4. Travellers shall lose their right to a refund during the validity period of the voucher only if they accept the voucher instead of a refund explicitly and in writing. The parties may at any time agree on a full refund before a voucher is redeemed or expires.**
- 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.**
- 7. If the voucher is not redeemed within its validity period, the organiser shall refund the amount specified in the voucher as soon as possible and at the latest within 14 days after the end of the validity period without the need of any prior request by the traveller.**
- 8. Vouchers shall be transferable to another traveller without any additional cost.**
- 9. Vouchers shall be covered by insolvency protection to be arranged by the organiser under Article 17 for the amount of the payments received from the traveller.**

Article 13

Responsibility for the performance of the package

1. Member States shall ensure that the organiser is responsible for the performance of the travel services included in the package travel contract, irrespective of whether those services are to be performed by the organiser or by other travel service providers.

Member States may maintain or introduce in their national law provisions under which the retailer is also responsible for the performance of the package. In that case the provisions of Article 7 and Chapter III, this Chapter and Chapter V which are applicable to the organiser shall also apply *mutatis mutandis* to the retailer.

2. The traveller shall inform the organiser without undue delay, taking into account the circumstances of the case, of any lack of conformity which he perceives during the performance of a travel service included in the package travel contract.

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3. If any of the travel services are not performed in accordance with the package travel contract, the organiser shall remedy the lack of conformity, unless that:

- (a) is impossible; or
- (b) entails disproportionate costs, taking into account the extent of the lack of conformity and the value of the travel services affected.

If the organiser, in accordance with point (a) or point (b) of the first subparagraph of this paragraph, does not remedy the lack of conformity, Article 14 shall apply.

4. Without prejudice to the exceptions laid down in paragraph 3, if the organiser does not remedy the lack of conformity within a reasonable period set by the traveller, the traveller may do so himself and request reimbursement of the necessary expenses. It shall not be necessary for the traveller to specify a time-limit if the organiser refuses to remedy the lack of conformity or if immediate remedy is required.

5. Where a significant proportion of the travel services cannot be provided as agreed in the package travel contract, the organiser shall offer, at no extra cost to the traveller, suitable alternative arrangements of, where possible, equivalent or higher quality than those specified in the contract, for the continuation of the package, including where the traveller's return to the place of departure is not provided as agreed.

Where the proposed alternative arrangements result in a package of lower quality than that specified in the package travel contract, the organiser shall grant the traveller an appropriate price reduction.

The traveller may reject the proposed alternative arrangements only if they are not comparable to what was agreed in the package travel contract or the price reduction granted is inadequate.

6. Where a lack of conformity substantially affects the performance of the package and the organiser has failed to remedy it within a reasonable period set by the traveller, the traveller may terminate the package travel contract without paying a termination fee and, where appropriate, request, in accordance with Article 14, price reduction and/or compensation for damages.

If it is impossible to make alternative arrangements or the traveller rejects the proposed alternative arrangements in accordance with the third subparagraph of paragraph 5 of this Article, the traveller is, where appropriate, entitled to price reduction and/or compensation for damages in accordance with Article 14 without terminating the package travel contract.

If the package includes the carriage of passengers, the organiser shall, in the cases referred to in the first and second subparagraphs, also provide repatriation of the traveller with equivalent transport without undue delay and at no extra cost to the traveller.

7. As long as it is impossible to ensure the traveller's return as agreed in the package travel contract because of unavoidable and extraordinary circumstances, the organiser shall bear the cost of necessary accommodation, if possible of equivalent category, for a period not exceeding three nights per traveller. Where longer periods are provided for in Union passenger rights legislation applicable to the relevant means of transport for the traveller's return, those periods shall apply.

8. The limitation of costs referred to in paragraph 7 of this Article shall not apply to persons with reduced mobility, as defined in point (a) of Article 2 of Regulation (EC) No 1107/2006, and any person accompanying them, pregnant women and unaccompanied minors, as well as persons in need of specific medical assistance, provided that the organiser has been notified of their particular needs at least 48 hours before the start of the package. The organiser may not invoke unavoidable and extraordinary circumstances to limit the liability under paragraph 7 of this Article if the relevant transport provider may not rely on such circumstances under applicable Union legislation.

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Article 14

Price reduction and compensation for damages

1. Member States shall ensure that the traveller is entitled to an appropriate price reduction for any period during which there was lack of conformity, unless the organiser proves that the lack of conformity is attributable to the traveller.
2. The traveller shall be entitled to receive appropriate compensation from the organiser for any damage which the traveller sustains as a result of any lack of conformity. Compensation shall be made without undue delay.
3. The traveller shall not be entitled to compensation for damages if the organiser proves that the lack of conformity is:
 - (a) attributable to the traveller;
 - (b) attributable to a third party unconnected with the provision of the travel services included in the package travel contract and is unforeseeable or unavoidable; or
 - (c) due to unavoidable and extraordinary circumstances.
4. Insofar as international conventions binding the Union limit the extent of or the conditions under which compensation is to be paid by a provider carrying out a travel service which is part of a package, the same limitations shall apply to the organiser. Insofar as international conventions not binding the Union limit compensation to be paid by a service provider, Member States may limit compensation to be paid by the organiser accordingly. In other cases, the package travel contract may limit compensation to be paid by the organiser as long as that limitation does not apply to personal injury or damage caused intentionally or with negligence and does not amount to less than three times the total price of the package.
5. Any right to compensation or price reduction under this Directive shall not affect the rights of travellers under Regulation (EC) No 261/2004, Regulation (EC) No 1371/2007, Regulation (EC) No 392/2009 of the European Parliament and of the Council ⁽²⁰⁾, Regulation (EU) No 1177/2010 and Regulation (EU) No 181/2011, and under international conventions. Travellers shall be entitled to present claims under this Directive and under those Regulations and international conventions. Compensation or price reduction granted under this Directive and the compensation or price reduction granted under those Regulations and international conventions shall be deducted from each other in order to avoid overcompensation.
6. The limitation period for introducing claims under this Article shall not be less than two years.

Article 15

Possibility to contact the organiser via the retailer

Without prejudice to the second subparagraph of Article 13(1), Member States shall ensure that the traveller may address messages, requests or complaints in relation to the performance of the package directly to the retailer through which it was purchased. The retailer shall forward those messages, requests or complaints to the organiser without undue delay.

For the purpose of compliance with time-limits or limitation periods, receipt of the messages, requests or complaints referred to in the first subparagraph by the retailer shall be considered as receipt by the organiser.

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Article 16

Obligation to provide assistance

Member States shall ensure that the organiser gives appropriate assistance without undue delay to the traveller in difficulty, including in the circumstances referred to in Article 13(7), in particular by:

- (a) providing appropriate information on health services, local authorities and consular assistance; and
- (b) assisting the traveller to make distance communications and helping the traveller to find alternative travel arrangements.

The organiser shall be able to charge a reasonable fee for such assistance if the difficulty is caused intentionally by the traveller or through the traveller's negligence. That fee shall not in any event exceed the actual costs incurred by the organiser.

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CHAPTER V
INSOLVENCY PROTECTION

Article 17

Effectiveness and scope of insolvency protection

1. Member States shall ensure that organisers established in their territory provide security for the refund of all payments made by or on behalf of travellers insofar as the relevant services are not performed as a consequence **in the event** of the organisers' insolvency. **This shall include the protection of payments made where a package is not performed in full or in part as a consequence of the organiser's insolvency or where a traveller was entitled to a refund or had received a voucher from the organiser before its insolvency. In relation to vouchers, the security shall be limited to the amount of payments received from the traveller.** If the carriage of passengers **return journey** is included in the package travel contract, organisers shall also provide security for the travellers' repatriation. Continuation of the package may be offered.

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

2. The security referred to in paragraph 1 shall be effective and shall cover reasonably foreseeable costs. It shall cover the amounts of payments made by or on behalf of travellers in respect of packages, taking into account the length of the period between ~~down payments and final~~ **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 shall take into account periods where organisers hold the highest amounts of payments and any changes in the volume of sales of packages.**

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

34. 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.

45. 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.

5. ~~For travel services that have not been performed, refunds shall be provided without undue delay after the traveller's request.~~

6. **Refunds of payments affected by the organiser's insolvency shall be provided without undue delay after the traveller's request and at the latest within three months after the traveller has submitted the documents necessary to examine the request.**

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).**

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Article 18

Mutual recognition of insolvency protection and administrative cooperation

1. Member States shall recognise as meeting the requirements of their national measures transposing Article 17 any insolvency protection an organiser provides under such measures of the Member State of his establishment.
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.** ~~They~~ **Member States** shall notify the contact details of those contact points to all other Member States and the Commission.
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.
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 be issued at the latest within 15 working days from receiving the request.

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CHAPTER VI
LINKED TRAVEL ARRANGEMENTS

Article 19

Insolvency protection and information requirements for linked travel arrangements

1. **For linked travel arrangements, as defined in Article 3(5),** Member States shall ensure that traders 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 insofar as a travel service which is part of a linked travel arrangement is not performed as a consequence of their insolvency. If such traders are the party responsible for the carriage of passengers **traveller's return journey**, the security shall also cover the traveller's repatriation. The second subparagraph of Article 17(1), Article 17(2) to (65) and Article 18 shall apply *mutatis mutandis*.

2. 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, including where the trader is not established in a Member State but, by any means, directs such activities to a Member State, shall state in a clear, comprehensible and prominent manner that the traveller:

(a) will not benefit from any of the rights applying exclusively to packages under this Directive and that each service provider will be solely responsible for the proper contractual performance of his service; and

(b) will benefit from insolvency protection in accordance with paragraph 1.

In order to comply with this paragraph, the trader facilitating a linked travel arrangement **When inviting the traveller to conclude a contract on a different type of travel service, the trader, including where it is not established in a Member State but, by any means, directs such activities to a Member State,** shall provide the traveller with that information by means of the relevant standard form set out in Annex II, **completed as appropriate**, or, where the particular type of linked travel arrangement is not covered by any of the forms set out in that Annex, provide the information contained therein. **The form shall be provided in a clear and prominent manner.**

3. Where the traders facilitating linked travel arrangements has not complied **do not comply** with the requirements set out in paragraphs 1 and 2 of this Article, the rights and obligations laid down in Articles 9 and 12 and Chapter IV shall apply in relation to the travel services included in the linked travel arrangement.

4. Where a linked travel arrangement is **formed** the result of the conclusion of a contract between a traveller and a trader who does not facilitate the linked travel arrangement, that **the trader which concludes a contract on a different type of travel service** shall inform the trader **which invited the traveller to conclude such contract on this fact** facilitating the linked travel arrangement of the conclusion of the relevant contract.

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CHAPTER VII
GENERAL PROVISIONS

Article 20

Specific obligations of the retailer where the organiser is established outside the European Economic Area

Without prejudice to the second subparagraph of Article 13(1), where the organiser is established outside the European Economic Area, the retailer established in a Member State shall be subject to the obligations laid down for organisers in Chapters IV and V, unless the retailer provides evidence that the organiser complies with those Chapters.

Article 21

Liability for booking errors

Member States shall ensure that a trader is liable for any errors due to technical defects in the booking system which are attributable to him and, where the trader has agreed to arrange the booking of a package or of travel services which are part of linked travel arrangements, for the errors made during the booking process.

A trader shall not be liable for booking errors which are attributable to the traveller or which are caused by unavoidable and extraordinary circumstances.

Article 22

Right of redress and refund rights of organisers

(1) In cases where an organiser or, in accordance with the second subparagraph of Article 13(1) or Article 20, a retailer pays compensation, grants price reduction or meets the other obligations incumbent on him under this Directive, Member States shall ensure that the organiser or retailer has the right to seek redress from any third parties which contributed to the event triggering compensation, price reduction or other obligations.

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

Article 23

Imperative nature of the Directive

1. A declaration by an organiser of a package or a trader facilitating a linked travel arrangement that he is acting exclusively as a travel service provider, as an intermediary or in any other capacity, or that a package or a linked travel arrangement does not constitute a package or a linked travel arrangement, shall not absolve that organiser or trader from the obligations imposed on them under this Directive.

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2. Travellers may not waive the rights conferred on them by the national measures transposing this Directive.
3. Any contractual arrangement or any statement by the traveller which directly or indirectly waives or restricts the rights conferred on travellers pursuant to this Directive or aims to circumvent the application of this Directive shall not be binding on the traveller.

Article 24

Enforcement

Member States shall ensure that adequate and effective means exist to ensure compliance with this Directive.

Article 25

Penalties

Member States shall lay down the rules on penalties applicable to infringements of national provisions adopted pursuant to this Directive and shall take all measures necessary to ensure that they are implemented. The penalties provided for shall be effective, proportionate and dissuasive.

Article 26

Reporting by the Commission and review

By 1 January 2019, the Commission shall submit a report to the European Parliament and to the Council on the provisions of this Directive applying to online bookings made at different points of sale and the qualification of such bookings as packages, linked travel arrangements or stand-alone travel services, and in particular on the definition of package set out in point (b)(v) of point 2 of Article 3 and whether an adjustment or broadening of that definition is appropriate.

By 1 January 2021, the Commission shall submit a general report on the application of this Directive to the European Parliament and to the Council.

The reports referred to in the first and the second paragraphs shall be accompanied, where necessary, by legislative proposals.

Article 27

Amendment of Regulation (EC) No 2006/2004 and Directive 2011/83/EU

1. Point 5 of the Annex to Regulation (EC) No 2006/2004 is replaced by the following:
'5. Directive (EU) 2015/2302 of the European Parliament and of the Council ^(*)
2. Point (g) of Article 3(3) of Directive 2011/83/EU is replaced by the following:
'(g) on packages as defined in point 2 of Article 3 of Directive (EU) 2015/2302 of the European Parliament and of the Council ^(*).

Article 6(7), Article 8(2) and (6) and Articles 19, 21 and 22 of this Directive shall apply *mutatis mutandis* to packages as defined in point 2 of Article 3 of Directive (EU) 2015/2302 in relation to travellers as defined in point 6 of Article 3 of that Directive.

**CHAPTER VIII
FINAL PROVISIONS**

Article 28

Transposition

1. Member States shall adopt and publish, by 1 January 2018, the laws, regulations and administrative provisions necessary to comply with this Directive. They shall forthwith communicate to the Commission the text of those measures.
2. They shall apply those measures from 1 July 2018.
3. When Member States adopt those measures, 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.
4. Member States shall communicate to the Commission the text of the main provisions of national law which they adopt in the field covered by this Directive.

Article 29

Repeal

Directive 90/314/EEC is repealed with effect from 1 July 2018.

References to the repealed Directive shall be construed as references to this Directive and shall be read in accordance with the correlation table set out in Annex III.

Article 30

Entry into force

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

Article 31

Addressees

This Directive is addressed to the Member States.

Done at Strasbourg, 25 November 2015.

For the European Parliament

The President

M. SCHULZ

For the Council

The President

N. SCHMIT

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- ⁽²⁾ Position of the European Parliament of 12 March 2014 (not yet published in the Official Journal) and position of the Council at first reading of 18 September 2015 (OJ C 360, 30.10.2015, p. 1). Position of the European Parliament of 27 October 2015 (not yet published in the Official Journal).
- ⁽³⁾ 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).
- ⁽⁴⁾ See Judgment of the Court of Justice of 30 April 2002, *Club Tour, Viagens e Turismo SA v Alberto Carlos Lobo Gonçalves Garrido and Club Med Viagens Lda*, C-400/00, ECLI:EU:C:2002:272.
- ⁽⁵⁾ See: Directive 2000/31/EC of the European Parliament and of the Council of 8 June 2000 on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market (Directive on electronic commerce) (OJ L 178, 17.7.2000, p. 1) and Directive 2006/123/EC of the European Parliament and of the Council of 12 December 2006 on services in the internal market (OJ L 376, 27.12.2006, p. 36), as well as Regulation (EC) No 2111/2005 of the European Parliament and of the Council of 14 December 2005 on the establishment of a Community list of air carriers subject to an operating ban within the Community and on informing air transport passengers of the identity of the operating air carrier, and repealing Article 9 of Directive 2004/36/EC (OJ L 344, 27.12.2005, p. 15), Regulation (EC) No 1107/2006 of the European Parliament and of the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air (OJ L 204, 26.7.2006, p. 1), Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations (OJ L 315, 3.12.2007, p. 14), Regulation (EC) No 1008/2008 of the European Parliament and of the Council of 24 September 2008 on common rules for the operation of air services in the Community (OJ L 293, 31.10.2008, p. 3), Regulation (EU) No 1177/2010 of the European Parliament and of the Council of 24 November 2010 concerning the rights of passengers when travelling by sea and inland waterway and amending Regulation (EC) No 2006/2004 (OJ L 334, 17.12.2010, p. 1) and Regulation (EU) No 181/2011 of the European Parliament and of the Council of 16 February 2011 concerning the rights of passengers in bus and coach transport and amending Regulation (EC) No 2006/2004 (OJ L 55, 28.2.2011, p. 1).
- ⁽⁶⁾ Council Decision 2001/539/EC of 5 April 2001 on the conclusion by the European Community of the Convention for the Unification of Certain Rules for International Carriage by Air (the Montreal Convention) (OJ L 194, 18.7.2001, p. 38).
- ⁽⁷⁾ Council Decision 2013/103/EU of 16 June 2011 on the signing and conclusion of the Agreement between the European Union and the Intergovernmental Organisation for International Carriage by Rail on the Accession of the European Union to the Convention concerning International Carriage by Rail (COTIF) of 9 May 1980, as amended by the Vilnius Protocol of 3 June 1999 (OJ L 51, 23.2.2013, p. 1).
- ⁽⁸⁾ Council Decision 2012/22/EU of 12 December 2011 concerning the accession of the European Union to the Protocol of 2002 to the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 1974, with the exception of Articles 10 and 11 thereof (OJ L 8, 12.1.2012, p. 1).
- ⁽⁹⁾ Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91 (OJ L 46, 17.2.2004, p. 1).
- ⁽¹⁰⁾ Regulation (EC) No 2006/2004 of the European Parliament and of the Council of 27 October 2004 on cooperation between national authorities responsible for the enforcement of consumer protection laws (the Regulation on consumer protection cooperation) (OJ L 364, 9.12.2004, p. 1).
- ⁽¹¹⁾ Directive 2011/83/EU of the European Parliament and the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council (OJ L 304, 22.11.2011, p. 64).
- ⁽¹²⁾ Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (OJ L 281, 23.11.1995, p. 31).
- ⁽¹³⁾ Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I) (OJ L 177, 4.7.2008, p. 6).
- ⁽¹⁴⁾ Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (OJ L 351, 20.12.2012, p. 1).
- ⁽¹⁵⁾ OJ C 369, 17.12.2011, p. 14.
- ⁽¹⁶⁾ Directive 2007/46/EC of the European Parliament and of the Council of 5 September 2007 establishing a framework for the approval of motor vehicles and their trailers, and of systems, components and separate technical units intended for such vehicles (Framework Directive) (OJ L 263, 9.10.2007, p. 1).
- ⁽¹⁷⁾ Directive 2006/126/EC of the European Parliament and of the Council of 20 December 2006 on driving licences (OJ L 403, 30.12.2006, p. 18).
- ⁽¹⁸⁾ Directive 2013/11/EU of the European Parliament and of the Council of 21 May 2013 on alternative dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Directive on consumer ADR) (OJ L 165, 18.6.2013, p. 63).
- ⁽¹⁹⁾ Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR) (OJ L 165, 18.6.2013, p. 1).

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⁽²⁰⁾ Regulation (EC) No 392/2009 of the European Parliament and of the Council of 23 April 2009 on the liability of carriers of passengers by sea in the event of accidents (OJ L 131, 28.5.2009, p. 24).

ANNEX I

Part A

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

MY KEY RIGHTS AS TRAVELLER

The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302 **on package travel**.

Therefore, you will benefit from all EU rights applying to packages.

Company XY/~~companies XY~~ will be, **as the organiser of this package, [where appropriate under the applicable national law] [and company XZ, as a retailer,] is [are]** fully responsible for the proper performance of the package as a whole.

Additionally, as required by law, company XY/~~companies XY~~ has/~~have~~ protection in place to refund your payments and, where transport **to company XY [(where appropriate) and company YZ]¹ are protected and, where the return journey** is included in the package, ~~to ensure your repatriation in the event that it becomes/they~~ **is guaranteed if this company/these companies were to become insolvent.**

More information on key rights under Directive (EU) 2015/2302, **including on payments, contract changes, cancellations, refunds, liability for improper performance and insolvency protection as well as parties to be contacted can be obtained here** (to be provided in the form of a hyperlink).

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

Key rights under Directive (EU) 2015/2302

Information

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

— **This includes information on the price and on the payments due at the time of booking. Travellers may, in principle, not be asked to pay more than 25% of the total price at the time of booking (downpayments) and the remaining payments may not be requested earlier than 28 days before departure. However, organisers may ask for downpayments higher than 25% where this is necessary to ensure the organisation and performance of the package.**

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

¹ See footnote 1.

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Liable trader and contact points

— There is always at least one trader who is liable for the proper performance of all the travel services included in the contract **a package. This trader is the organiser of the package as identified by the text in the box above and in the contract. The contract must contain the organiser's contact details.**

— **Where a package is sold via a retailer, travellers can always also contact the retailer if there are any problems or to pass messages to the organiser. The retailer's contact details are also provided in the contract. Depending on the applicable national law, retailers may also be liable for the performance of the package.**

— Travellers are **will be** given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the **retailer (travel agent) while they are on their trip or holiday.**

Transfer of the contract

— Travellers may transfer the package to another person, ~~on reasonable notice and possibly subject to additional costs~~ **a fee. The traveller must give reasonable notice to the organiser or, where applicable, to the retailer.**

Price increases

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

Termination of the contract before the start of a package

— Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, ~~other than the price,~~ are changed significantly **or if there is a price increase exceeding 8% of the price of the package.**

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

— Travellers may terminate the contract without paying any termination fee before the start of the package ~~in the event of exceptional~~ **if unavoidable and extraordinary** circumstances, ~~for instance if there are~~ **significantly affect the trip or holiday. Examples of extraordinary circumstances include natural disasters,** serious security problems at the destination **or public health risks** which are likely **can reasonably be expected** to affect the package.

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

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Refunds

— **In all cases where the organiser or the traveller cancels the package, travellers must receive a refund of their payments within 14 days (where appropriate, taking termination fees into account). The organiser of the package is responsible for the refund. Where a retailer is involved and where this is required by the applicable national law, also the retailer is responsible for refunds.**

— **Where the organiser offers a voucher to be used for a future trip instead of a refund within 14 days, travellers will receive information on their rights in relation to the voucher and may choose to accept it or not.**

Problems during the trip or holiday

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

— **If, after the start of the package, significant elements of the package cannot be provided as agreed, the organiser must offer** suitable alternative arrangements **will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract, where and this substantially affects the performance of the package, and the organiser fails to remedy the problem.**

— **Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed under the conditions set out in Directive (EU) 2015/2302.**

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

Insolvency protection

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

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

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Part B

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

The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302.

Therefore, you will benefit from all EU rights applying to packages. Company XY/companies XY will be fully responsible for the proper performance of the package as a whole.

Company XY, as the organiser of this package, [where appropriate under the applicable national law] [and company XZ, as a retailer,]² is [are] fully responsible for the proper performance of the package. Additionally, as required by law, company XY/companies XY has/have protection in place to refund your payments and, where transport **to company XY [(where appropriate) and company YZ]³ are protected and, where the return journey** is included in the package, to ensure your repatriation in the event that it becomes/they **is guaranteed if this company/these companies were to** become insolvent.

More information on key rights under Directive (EU) 2015/2302, including on contract changes, cancellations, refunds, liability for improper performance and insolvency protection as well as parties to be contacted is presented below.

Key rights under Directive (EU) 2015/2302

Information

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

— **This includes information on the price and on the payments due at the time of booking. Travellers may, in principle, not be asked to pay more than 25% of the total price at the time of booking (downpayments) and the remaining payments may not be requested earlier than 28 days before departure. However, organisers may ask for downpayments higher than 25% where this is necessary to ensure the organisation and performance of the package.**

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

Liable trader and contact points

— There is always at least one trader who is liable for the proper performance of all the travel services included in the contract. **This trader is the organiser of the package as identified by the text in the box above and in the contract. The contract must contain the organiser's contact details.**

— **Where a package is sold via a retailer, travellers can always also contact the retailer if there are any problems or to pass messages to the organiser. The retailer's contact details are also provided in the contract. Depending on the applicable national law, retailers may also be liable for the performance of the package.**

² The correct alternative is to be chosen by the Member States in light of their transposition of the Directive.

³ See footnote 1.

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— Travellers ~~are~~ **will be** given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the **retailer (travel agent) while they are on their trip or holiday.**

Transfer of the contract

— Travellers may transfer the package to another person, ~~on reasonable notice and possibly subject to additional costs~~ **a fee. The traveller must give reasonable notice to the organiser or, where applicable, to the retailer.**

Price increases

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

Termination of the contract before the start of a package

— Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, ~~other than the price,~~ are changed significantly **or if there is a price increase exceeding 8% of the price of the package.**

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

— Travellers may terminate the contract without paying any termination fee before the start of the package ~~in the event of exceptional~~ **if unavoidable and extraordinary** circumstances, ~~for instance if there are~~ **significantly affect the trip or holiday. Examples of extraordinary circumstances include natural disasters,** serious security problems ~~at the destination~~ **or public health risks** which are likely ~~can~~ **reasonably be expected** to affect the package.

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

Refunds

— **In all cases where the organiser or the traveller cancels the package, travellers must receive a refund of their payments within 14 days (where appropriate, taking termination fees into account). The organiser of the package is responsible for the refund. Where a retailer is involved and where this is required by the applicable national law, the retailer is also responsible for refunds.**

— **Where the organiser offers a voucher to be used for a future trip instead of a refund within 14 days, travellers will receive information on their rights in relation to the voucher and may choose to accept it or not.**

Problems during the trip or holiday

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

— ~~If,~~ after the start of the package, significant elements of the package cannot be provided as agreed, **the organiser must offer** suitable alternative arrangements ~~will have to be offered to the traveller~~ at no extra cost. Travellers may terminate the contract without paying any ~~termination fee,~~

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where services are not performed in accordance with the contract and this substantially affects the performance of the package, and the organiser fails to remedy the problem.

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

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

Insolvency protection

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

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

Part C

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

If you conclude a contract with company AB ~~not later than 24 hours~~ after receiving the confirmation of the booking from company XY the travel service provided by XY and AB will constitute a package within the meaning of Directive (EU) 2015/2302.

Therefore, you will benefit from all EU rights applying to packages. Company XY will be fully responsible for the proper performance of the package ~~as a whole~~.

Additionally, as required by law, company XY has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent.

More information on key rights under Directive (EU) 2015/2302, **including on contract changes, cancellations, refunds, liability for improper performance and insolvency protection as well as parties to be contacted** (to be provided in the form of a hyperlink).

Following the hyperlink the traveller will receive the following information:

Key rights under Directive (EU) 2015/2302

Information

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

— **This includes information on the price and on the payments due at the time of booking. Travellers may, in principle, not be asked to pay more than 25% of the total price at the time of booking (downpayments) and the remaining payments may not be requested earlier than**

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28 days before departure. However, organisers may ask for downpayments higher than 25% where this is necessary to ensure the organisation and performance of the package.

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

Liable trader and contact points

— There is always at least one trader who is liable for the proper performance of all the travel services included in the contract **a package. This trader is the organiser of the package as identified by the text in the box above and in the contract. The contract must contain the organiser' contact details.**

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

Transfer of the contract

— Travellers may transfer the package to another person, ~~on reasonable notice and possibly subject to additional costs~~ **a fee. The traveller must give reasonable notice to the organiser or, where applicable, to the retailer.**

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Price increases

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

Termination of the contract before the start of a package

— Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, ~~other than the price,~~ are changed significantly **or if there is a price increase exceeding 8% of the price of the package.**

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

— Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional **if unavoidable and extraordinary** circumstances, for instance if there are **significantly affect the trip or holiday. Examples of extraordinary circumstances include natural disasters,** serious security problems at the destination **or public health risks** which are likely **can reasonably be expected** to affect the package.

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

Refunds

— **In all cases where the organiser or the traveller cancels the package, travellers must receive a refund of their payments within 14 days (where appropriate, taking termination fees into account). The organiser of the package is responsible for the refund. Where a retailer is involved and where this is required by the applicable national law, the retailer is also responsible for refunds.**

— **Where the organiser offers a voucher to be used for a future trip instead of a refund within 14 days, travellers will receive information on their rights in relation to the voucher and may choose to accept it or not.**

Problems during the trip or holiday

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

— If, after the start of the package, significant elements of the package cannot be provided as agreed, **the organiser must offer** suitable alternative arrangements ~~will have to be offered to the traveller~~ at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package, and the organiser fails to remedy the problem.

— Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed **under the conditions set out in Directive (EU) 2015/2302.**

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

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Insolvency protection

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

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

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This consolidated text is intended for information only.

ANNEX II

Part A

Standard information form where the trader facilitating an online a linked travel arrangement within the meaning of point (a) of point 5 of Article 3 is a carrier selling a responsible for the traveller's return ticket

If, after selecting and paying for one travel service, you book additional **types of** travel services for your trip or holiday via **this link/these links** our company/XY, you will NOT benefit from rights applying to packages under Directive (EU) 2015/2302.

Therefore, our company/XY will not be responsible for the proper performance of those additional travel services. In case of problems please contact the relevant service provider.

However, if you book any additional travel services ~~during~~ **via this link/these links within 24 hours of receiving** the same visit to our company's/XY's **confirmation of the booking of the first travel service** website, the travel services will become part of a linked travel arrangement. In that case XY has, as required by EU law, protection in place to refund your payments to XY for services not performed because of **will be protected in the event of** XY's insolvency. **Where**, and, where necessary, for your repatriation **will be ensured**. Please note that this does **you will** not provide **receive** a refund in the event of the insolvency of **if** the relevant service provider **becomes insolvent**.

In order to benefit from this protection, you are advised to record the invitation to book additional travel service and the additional booking, for instance through screenshots, and to inform XY about the additional travel services you booked within 24 hours for your trip or holiday at this email address or on this website: ... [to be filled in by the trader].

More information on insolvency protection (to be provided in the form of a hyperlink)

Following the hyperlink the traveller will receive the following information:

XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, e.g. **for example** a guarantee fund or an insurance company).

Travellers may contact this entity, or where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if the services are denied because of XY's insolvency.

Note: This insolvency protection does not cover contracts with parties other than XY, which can be performed despite XY's insolvency.

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

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This consolidated text is intended for information only.

Part B

Standard information form where the trader facilitating an online linked travel arrangement within the meaning of point (a) of point 5 of Article 3 is a trader other than a carrier responsible for the traveller's return journey ~~selling a return ticket~~

If, after selecting and paying for one travel service, you book additional **types of** travel services for your trip or holiday via **this link/these links** ~~our company/XY~~, you will NOT benefit from rights applying to packages under Directive (EU) 2015/2302.

Therefore, our company/XY will not be responsible for the proper performance of the individual travel services. In case of problems please contact the relevant service provider.

However, if you book ~~any~~ additional travel services ~~during~~ **via this link/these links within 24 hours of receiving** the same visit to our company's/XY's **confirmation of the booking of the first travel service** ~~website~~, the travel services will become part of a linked travel arrangement. In that case XY has, as required by EU law, ~~protection in place to refund your payments to XY for services not performed because of~~ **will be protected in the event of XY's insolvency**. Please note that this does ~~you will~~ not provide **receive** a refund in the event of the insolvency of ~~if~~ the relevant service provider **becomes insolvent**.

In order to benefit from this protection, you are advised to record the invitation to book additional travel service and the additional booking, for instance through screenshots, and to inform XY about the additional travel services you booked within 24 hours for your trip or holiday at this email address or on this website: ... [to be filled in by the trader].

More information on insolvency protection (to be provided in the form of a hyperlink)

Following the hyperlink the traveller will receive the following information:

XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, e.g. **for example** a guarantee fund or an insurance company).

Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if the services are denied because of XY's insolvency.

Note: This insolvency protection does not cover contracts with parties other than XY, which can be performed despite XY's insolvency.

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

Part C

Standard information form in the case of linked travel arrangements within the meaning of point (a) of point 5 of Article 3 where the contracts are concluded in the simultaneous physical presence of the trader (other than a carrier selling a return ticket) and the traveller

If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our company/XY, you will NOT benefit from rights applying to packages under Directive (EU) 2015/2302

Therefore, our company/XY will not be responsible for the proper performance of the individual travel services. In case of problems please contact the relevant service provider.

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However, if you book any additional travel services during the same visit to or contact with our company/XY, the travel services will become part of a linked travel arrangement. In that case XY has, as required by EU law, protection in place to refund your payments to XY for services not performed because of XY's insolvency. Please note that this does not provide a refund in the event of the insolvency of the relevant service provider.

XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company).

Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if the services are denied because of XY's insolvency.

Note: This insolvency protection does not cover contracts with parties other than XY, which can be performed despite XY's insolvency.

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

Part D

Standard information form where the trader facilitating an online linked travel arrangement within the meaning of point (b) of point 5 of Article 3 is a carrier selling a return ticket

If you book additional travel services for your trip or holiday via this link/these links, you will NOT benefit from rights applying to packages under Directive (EU) 2015/2302.

Therefore, our company/XY will not be responsible for the proper performance of those additional travel services. In case of problems, please contact the relevant service provider.

However, if you book additional travel services via this link/these links not later than 24 hours after receiving the confirmation of the booking from our company/XY, those travel services will become part of a linked travel arrangement. In that case XY has, as required by EU law, protection in place to refund your payments to XY for services not performed because of XY's insolvency, and, where necessary, for your repatriation. Please note that this does not provide a refund in the event of the insolvency of the relevant service provider.

More information on insolvency protection (to be provided in the form of a hyperlink)

Following the hyperlink the traveller will receive the following information:

XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company).

Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if the services are denied because of XY's insolvency.

Note: This insolvency protection does not cover contracts with parties other than XY, which can be performed despite XY's insolvency.

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

Part E

Standard information form where the trader facilitating an online linked travel arrangement within the meaning of point (b) of point 5 of Article 3 is a trader other than a carrier selling a return ticket

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This consolidated text is intended for information only.

If you book additional travel services for your trip or holiday via this link/these links, you will NOT benefit from rights applying to packages under Directive (EU) 2015/2302.

Therefore, our company/XY will not be responsible for the proper performance of those additional travel services. In case of problems please contact the relevant service provider.

However, if you book additional travel services via this link/these links not later than 24 hours after receiving the confirmation of the booking from our company/XY, those travel services will become part of a linked travel arrangement. In that case XY has, as required by EU law, protection in place to refund your payments to XY for services not performed because of XY's insolvency. Please note that this does not provide a refund in the event of the insolvency of the relevant service provider.

More information on insolvency protection (to be provided in the form of a hyperlink)

Following the hyperlink the traveller will receive the following information:

XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company).

Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if the services are denied because of XY's insolvency.

Note: This insolvency protection does not cover contracts with parties other than XY, which can be performed despite XY's insolvency.

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