



Council of the European Union  
General Secretariat

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**Interinstitutional files:  
2023/0435 (COD)**

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**Brussels, 10 April 2024**

**WK 4972/2024 INIT**

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## **CONTRIBUTION**

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

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N° Cion doc.:	ST 16338 2023 INIT
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Subject:	Package Travel Directive - Table with the Member States comments
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Delegations will find attached a table with the Member States comments on the above-mentioned document.

*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 – doc. 16338/23 – 300 rows*

From: AT, CZ, DK, EE, EL, FI, HU, IE, IT, LT, LU, LV, NL, PL, PT, SE, SI, SK

Updated: 10/04/2024 15:39

Commission proposal (doc. 16388/23)	Drafting Suggestions and Comments
<p>THE EUROPEAN PARLIAMENT AND THE COUNCIL OF THE EUROPEAN UNION,</p>	<p>DK  <b>(Comments):</b>                      The comments below reflect Denmark’s provisional approach towards the revised PTD. Thus, we have a general scrutiny reservation regarding all of the provisions in the proposal.</p> <p>LU  <b>(Drafting Suggestions):</b></p> <p style="text-align: center;"><b>LU COMMENTS</b></p> <p>LU  <b>(Comments):</b>                      LU comment : LU welcomes the modernisation of the legal framework. We maintain our general scrutiny reservation on the whole text. We will provide comments on recitals at the later stage if necessary. These comments are not exhaustive. Further comments may follow.</p> <p>PL  <b>(Drafting Suggestions):</b>  <b>The suggestions and doubts are signalled in the normative part of the directive. Changes introduced in the normative part should be introduced accordingly in the introductory part of the directive ( in the preamble and in the recitals of the directive)</b></p> <p>SE</p>

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	<p><b>(Comments):</b></p> <p>The comments in this document are preliminary and are not intended to be exhaustive. Our position might be subject to change.</p> <p>SK</p> <p><b>(Comments):</b></p> <p>We have a general scrutiny reservation on the whole proposal.</p>
<p>Having regard to the Treaty on the Functioning of the European Union, and in particular Article 114 thereof,</p>	
<p>Having regard to the proposal from the European Commission,</p>	
<p>After transmission of the draft legislative act to the national parliaments,</p>	
<p>Having regard to the opinion of the European Economic and Social Committee<sup>1</sup>,</p>	

<sup>1</sup> OJ C , , p. .

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Commission proposal (doc. 16388/23)	Drafting Suggestions and Comments
Having regard to the opinion of the Committee of the Regions <sup>2</sup> ,	
Acting in accordance with the ordinary legislative procedure,	
Whereas:	
(1) Directive (EU) 2015/2302 of the European Parliament and of the Council <sup>3</sup> modernised the legal framework for package travel in light of developments in the market and technology. That Directive aimed to cover new ways of booking travel services that had emerged, including customised combinations of travel services, which were not covered by	

<sup>2</sup> OJ C , , p. .

<sup>3</sup> Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC (OJ L 326, 11.12.2015, p. 1).

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<p>Council Directive 90/314/EEC<sup>4</sup> or which were in a legal grey area, and strengthened the rights of travellers in different respects. At the same time, it aimed to ensure fairer competition between the different types of travel businesses active in the package travel market.</p>	
<p>(2) In order to pursue those objectives, Directive (EU) 2015/2302 broadened the definition of the term ‘package’ compared to Directive 90/314/EEC. Directive (EU) 2015/2302 further specified existing rights of travellers and introduced new ones, such as the right for travellers to terminate a package travel contract without termination fees, under certain conditions, in the event of unavoidable and extraordinary circumstances. In addition, Directive (EU) 2015/2302 created the new concept of ‘linked travel arrangement’, which encompassed bookings carried out at one point of sale and bookings at different points of sale which a trader ‘facilitates in a targeted manner’. Linked travel arrangements are largely treated like stand-alone services, but payments received by a trader facilitating a linked travel arrangement are to be protected against such trader’s insolvency. Directive (EU) 2015/2302 aimed to ensure transparency by obliging traders to inform travellers on the nature of travel product offered to them and on the associated rights through standard information forms contained in Annexes I and II to that Directive.</p>	

<sup>4</sup> Council Directive 90/314/EEC of 13 June 1990 on package travel, package holidays and package tours ([OJ L 158, 23.6.1990, p. 59](#)).

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<p>(3) While, overall, Directive (EU) 2015/2302 has worked well, several challenges have emerged since the start of its application on 1 July 2018. The COVID-19 pandemic and related government measures had a significant impact on both the travel industry and travellers and exposed certain weaknesses in prevailing business models and showed that specific provisions of the Directive could be clarified.</p>	
<p>(4) Therefore, it is necessary to close the gaps identified in the current rules, as well as to clarify and simplify certain concepts and provisions, thus enhancing the effectiveness of Directive (EU) 2015/2302 for the benefit of travellers and travel businesses, amongst which there is a large number of micro, small and medium-sized enterprises.</p>	<p>PT <b>(Comments):</b> We welcome the recognition of the need to consider the universe of micro, small and medium-sized companies in the travel agency sector and the need to balance consumer protection with business viability.</p>
<p>(5) While, overall, the definition of ‘package’ is considered to have been effective, the definition of and the rules on linked travel arrangements, as well as their delimitation from packages, should be clarified and simplified. Such clarification and simplification of the definitions and concepts ‘package’ and ‘linked travel arrangement’ should increase legal certainty for all parties, while making the protection of travellers more effective, and ensuring a level playing field for traders. At the same time, the number of information forms to be used by traders when informing travellers on their rights should be reduced.</p>	<p>CZ <b>(Comments):</b> CZ agrees with any simplification of the definition of “linked travel arrangement” (LTAs). If there is a proposal to delete them altogether, CZ will join such a proposal.</p> <p>EE <b>(Comments):</b> <a href="#">See our comments on definiton of package</a></p>

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	NL (Comments): See comments on article 3.
<p>(6) The principle underlying the definition of ‘package’ should remain that there is a close link between different travel services booked for the purpose of the same trip or holiday. In order to ensure that there is no overlap between the definition of ‘package’ and ‘linked travel arrangement’ and to eliminate the difficulties in distinguishing between packages and linked travel arrangements, bookings of different types of travel services for the same trip or holiday at one point of sale where the travel services have been selected before the traveller concludes a first contract should be considered as packages in the same way as travel services booked at one point of sale within a short period of time. In both cases, there is a close link between the bookings of travel services. Therefore, the definition of ‘package’, should cover both situations, while bookings made on the occasion of a single visit of or contact with one point of sale should be removed from the definition of linked travel arrangement.</p>	CZ (Drafting Suggestions): <del>(6) The principle underlying the definition of ‘package’ should remain that there is a close link between different travel services booked for the purpose of the same trip or holiday. In order to ensure that there is no overlap between the definition of ‘package’ and ‘linked travel arrangement’ and to eliminate the difficulties in distinguishing between packages and linked travel arrangements, bookings of different types of travel services for the same trip or holiday at one point of sale where the travel services have been selected before the traveller concludes a first contract should be considered as packages in the same way as travel services booked at one point of sale within a short period of time. In both cases, there is a close link between the bookings of travel services. Therefore, the definition of ‘package’, should cover both situations, while bookings made on the occasion of a single visit of or contact with one point of sale should be removed from the definition of linked travel arrangement.</del>  CZ (Comments): Regarding points 6 and 7, CZ considers that these provisions are very problematic, since the creation of package services depends only on the will of the consumer, not of the trader, who does not even need to have the

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	<p>relevant authorisation to sell package services. CZ also considers that the control of the time limits set is unrealistic in practice. CZ further notes that it is not aware of any such sales in practice. CZ therefore asks the EC to provide practical examples, including countries where this practice is already applied.</p> <p>EE (Comments): <a href="#">See our comments on definiton of package</a></p> <p>NL (Comments): See comments on article 3.</p>
<p>(7) In the context of bookings made within a short period of time at one point of sale, it is appropriate to replace the rather vague criterion of ‘a single visit or contact’. Therefore, bookings of different types of travel services for the same trip of holiday made within three hours should always be considered as packages. The same should apply where, before the completion of a first booking, a trader invites a traveller to book additional services for the same trip or holiday after completing the first booking, and where subsequent bookings take place within 24 hours after the conclusion of the first contract.</p>	<p>CZ (Drafting Suggestions):</p> <p><del>(7) — In the context of bookings made within a short period of time at one point of sale, it is appropriate to replace the rather vague criterion of ‘a single visit or contact’. Therefore, bookings of different types of travel services for the same trip of holiday made within three hours should always be considered as packages. The same should apply where, before the completion of a first booking, a trader invites a traveller to book additional services for the same trip or holiday after completing the first booking, and where subsequent bookings take place within 24 hours after the conclusion of the first contract.</del></p>

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	<p>EE (Comments): See our comments on definiton of package</p> <p>EL (Comments): <i>The proposed definition of package will be more complex than the current one, to the extent that it will be unworkable for intermediaries to sell both packages and individual services. The provisions on packages concluded within 3 or 24 hours are impossible to comply with. In particular, it is impossible to know in advance what service will be sold, as it may change afterwards. Moreover, changing the terms and conditions of the first service after the sale will be confusing and burdensome for consumers. With the definition of package including now the consecutive sales of two travel services within 3h and 24h, it would be impossible to provide accurate precontractual information of the first travel service as neither the trader nor the consumer will know what kind of service is purchased (package or standalone service) until eventually a second sale is concluded or the time limit is passed.</i></p> <p>NL (Comments): See comments on article 3.</p> <p>PT (Comments): We recognize the need to clarify the concept of package travel.</p>

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	<p>However, this expansion of the concept of organized travels raises some doubts regarding its operationalization, in particular with regard to the possibility of converting, in certain circumstances, an isolated purchase into a package travel, namely, when “consecutive” services are booked in a 3 hours period, in which, for example, a consumer purchases a plane ticket online and in the following three hours, also purchases accommodation, as recommended by the plane ticket booking website. This solution implies that a consumer initially reserves (and/or pays) for a stand-alone service, receiving the respective contracting conditions and, within three hours, the initial conditions no longer apply and the consumer then benefits of the protection regime associated to package travel. The question is how to ensure that the initial provider is aware and complies with the obligations (namely of information) arising from this conversion.</p>
<p>(8) The definition of package formed through linked online booking processes in Article 3(2)(b)(v) of Directive (EU) 2015/2302, which required that the traveller’s name, payment details and email address are all transmitted from one trader to another trader, has proved to be too narrow. Therefore, it is appropriate to consider as ‘package’ bookings of different types of travel services for the same trip or holiday where the trader that is party to a first contract transfers to a trader that is party to a second or further contract alternatively the traveller’s name, payment details, email address or any other of the traveller’s personal data. Such transfer of personal data indicates a close link between the bookings/contracts so that the criterion of 24 hours for the second booking is not indispensable and should be removed.</p>	<p>CZ  <b>(Drafting Suggestions):</b>                      (8) The definition of package formed through linked online booking processes in Article 3(2)(b)(v) of Directive (EU) 2015/2302, which required that the traveller’s name, payment details and email address are all transmitted from one trader to another trader, has proved to be too narrow. Therefore, it is appropriate to consider as ‘package’ bookings of different types of travel services for the same trip or holiday where the trader that is party to a first contract transfers to a trader that is party to a second or further contract alternatively the traveller’s name, payment details, email address or any other of the traveller’s personal data. <del>Such transfer of personal data indicates a close link between the</del></p>

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	<p>bookings/contracts so that the criterion of 24 hours for the second booking is not indispensable and should be removed.</p> <p>CZ <b>(Comments):</b></p> <p>CZ opposes the deletion of the 24-hour time limit, as the possibility of a package would then be virtually unlimited. This means that the formation of package could practically occur, for example, just before departure.</p> <p>EE <b>(Comments):</b></p> <p><a href="#">See our comments on definiton of package</a></p> <p>IT <b>(Drafting Suggestions):</b></p> <p>The definition of package formed through linked online booking processes in Article 3(2)(b)(v) of Directive (EU) 2015/2302, which required that the traveller’s name, payment details and email address are all transmitted from one trader to another trader, has proved to be too narrow. Therefore, it is appropriate to consider as ‘package’ bookings of different types of travel services for the same trip or holiday where the trader that is party to a first contract transfers to a trader that is party to a second or further contract alternatively the traveller’s name, payment details, email address or any other of the traveller’s personal data. Such</p>

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	<p>transfer of personal data indicates a close link between the bookings/contracts so that the criterion of 24 hours for the second booking is not indispensable and should be removed. <b>The trader is obliged to communicate whether there is any agreements with other professionals for increased protection of personal data transmitted by travellers.</b></p> <p>IT  <b>(Comments):</b></p> <p>Insert an obligation for the trader to disclose whether he has any arrangements with other professionals for the transfer of client data for the purpose of concluding 'dynamic packages' within the meaning of Art. 3(2)(b)(v), 3(2)(b)(v). The identification criterion for this type of 'dynamic' package is very complicated, as it is conditional on the transfer of data between two professionals and escapes control. It can become an uncontrollable area. (see Art. 3(2)(b)(v))</p> <p>NL  <b>(Comments):</b></p> <p>See comments on article 3.</p>
<p>(9) The definition of ‘a linked travel arrangement’ should cover situations where a trader that is party to a first contract and receives payments from or on behalf of the traveller invites a traveller to book additional types of travel services for the same trip or holiday. In this context, the trader that is party to a first contract should obtain insolvency protection. Furthermore, in order to make sure that travellers fully benefit from the rules on insolvency protection and for traders to know that they</p>	<p>EE  <b>(Comments):</b></p> <p><a href="#">See our comments on definiton of LTA</a></p> <p>NL  <b>(Drafting Suggestions):</b></p>

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<p>are subject to this obligation, it is appropriate that the information forms on linked travel arrangements recommend to travellers to record the invitation and the additional booking, for instance through screenshots, and to inform the trader with whom a first contract was concluded that a contract on an additional type of travel service has been concluded for the same trip or holiday within 24 hours following the invitation from the trader. The trader should be obliged to make available to travellers a facility, such as an email address or a website, where travellers can register such information and shall acknowledge receipt of such information.</p>	<p>We suggest to remove the definition of “linked travel arrangement” from the directive.</p> <p>NL <b>(Comments):</b></p> <p>We doubt that consumer protection will be improved by including linked travel arrangements in the scope of the PTD. It is our experience that consumers most of the time are not aware of the fact that they are booking a linked travel arrangement . The requirements for the consumer to register that a linked travel arrangement has been booked is cumbersome, confusing and sensitive to errors and misinterpretation. Therefore there is no guarantee that the consumer is protected against insolvency of a travel service provider. Also, it is very difficult for the consumer authority to assess whether a linked travel arrangement has been booked.</p> <p>Furthermore we believe that the recommendation to record the invitation and the additional booking will cause an administrative burden for consumers and businesses. We also doubt that consumers will record the invitation and the additional booking. It is also difficult for a consumer authority to assess this as well.</p>
<p>(10) Regarding packages where, for example, accommodation is combined with other tourist services, but which do not contain any carriage of passengers, the general criterion of ‘a significant proportion’</p>	<p>EE <b>(Comments):</b></p>

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of the value of the combination, applying to tourist services as referred to in Article 3(1)(d), should be replaced with the more specific criterion of ‘at least 25%’ in order to increase legal certainty.	<a href="#">See our comments on definiton on package</a>
<p>(11) As demonstrated, in particular, during the COVID-19 pandemic, the prevailing business practice of advance payments, the absence of business-to-business rules on refunds to organiser of packages for services cancelled or not performed by the service providers, the absence of rules on vouchers, as well as uncertainty on whether refund claims and vouchers for cancelled packages are covered by insolvency protection, can cause difficulties in relation to refunds to travellers, in particular, where unavoidable and extraordinary circumstances lead to numerous cancellations and affect many travel destinations. Therefore, it should be provided that travellers’ payments are effectively protected at all times, including in a crisis. Furthermore, it should be ensured that the national insolvency protection systems are resilient and provide more uniform protection.</p>	
<p>(12) There are certain risks which are inherent in the business practice of requiring advance payments, in particular, in situations where organisers are obliged to refund significant amounts to travellers for cancelled trips within a short period of time. Therefore, it should be provided that downpayments, that is to say payments asked of travellers at the time of booking or shortly afterwards, should not be higher than 25% of the total price of the package, and that organisers or, where applicable, retailers should be prevented from requesting the payment of</p>	<p>CZ  <b>(Drafting Suggestions):</b>  <del>(12) There are certain risks which are inherent in the business practice of requiring advance payments, in particular, in situations where organisers are obliged to refund significant amounts to travellers for cancelled trips within a short period of time. Therefore, it should be provided that downpayments, that is to say payments asked of travellers at the time of</del></p>

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<p>the remaining amount earlier than 28 days before the start of the package. At the same time, organisers and, where applicable, retailers should be able to request higher downpayments where this is necessary to ensure the organisation and proper performance of the package. The level of downpayments requested by organisers may be justified by advance payments to service providers, including where they belong to the same group of companies as the organiser, or the need to cover the organiser’s costs directly related to the organisation and performance of the package at the time of booking or shortly afterwards. This may, where applicable, include commissions requested by retailers.</p>	<p><del>booking or shortly afterwards, should not be higher than 25% of the total price of the package, and that organisers or, where applicable, retailers should be prevented from requesting the payment of the remaining amount earlier than 28 days before the start of the package. At the same time, organisers and, where applicable, retailers should be able to request higher downpayments where this is necessary to ensure the organisation and proper performance of the package. The level of downpayments requested by organisers may be justified by advance payments to service providers, including where they belong to the same group of companies as the organiser, or the need to cover the organiser’s costs directly related to the organisation and performance of the package at the time of booking or shortly afterwards. This may, where applicable, include commissions requested by retailers.</del></p> <p>CZ  <b>(Comments):</b>                      With regard to recitals 12, 13 and 14, CZ considers that this is an unnecessary duplication of protection for the traveller, also because the draft directive provides for a 7-day period for the refund of money to the trader, thus significantly reducing the risk of non-refund of money to the consumer by the trader. This measure would also have a negative impact on SMEs, especially on micro-enterprise in CZ. The examples given, where a maximum of 30% of the total price of the package are already being collected, are based on the reality of other EU MS’s markets, where the organizer’s segment consists mainly of big players.</p> <p>EE</p>

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	<p><b>(Comments):</b></p> <p><a href="#">See our comments on art 5a</a></p> <p>EL</p> <p><b>(Comments):</b></p> <p><i>The refund problems faced by consumers during COVID-19 pandemic were mainly due to the lack of refund in the whole travel value chain, especially for individual flights. The restriction on advance payments will be an additional obligation on top of the insolvency protection and various other guarantees that a package organiser already has to provide (e.g. securities for the sale of tickets and for credit card companies). This provision will require bookings to be settled in two instalments (25% and then 75%) and will de facto prevent operators from offering more flexible payment plans, such as instalment payments (e.g. 4 or 5 instalments). This will of course affect the most vulnerable consumers. Such restriction will drive up package prices, weaken the liquidity of travel organisers and will not reduce the cost of insolvency protection. On the contrary, it will further fragilize organisers' liquidities and encourage consumers to choose cheaper, less protected travel alternatives.</i></p> <p>HU</p> <p><b>(Drafting Suggestions):</b></p> <p>(12) There are certain risks which are inherent in the business practice of requiring advance payments, in particular, in situations where organisers are obliged to refund significant amounts to travellers for cancelled trips within a short period of time. Therefore, it should be provided that downpayments, that is to say payments asked of travellers at the time of booking or shortly afterwards, should not be higher than</p>

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	<p>25% of the total price of the package, and that organisers or, where applicable, retailers should be prevented from requesting the payment of the remaining amount earlier than <b>30 days</b> before the start of the package. At the same time, organisers and, where applicable, retailers should be able to request higher downpayments where this is necessary to ensure the organisation and proper performance of the package. The level of downpayments requested by organisers may be justified by advance payments to service providers, including where they belong to the same group of companies as the organiser, or the need to cover the organiser’s costs directly related to the organisation and performance of the package at the time of booking or shortly afterwards. This may, where applicable, include commissions requested by retailers.</p> <p>HU  <b>(Comments):</b></p> <p><b>Hungary recommends for further consideration the reduction of the downpayments from 40% to 25%</b>, since the initial costs incurred by travel organisers almost always exceed it already at the time of booking travel packages. The 40% ratio is more realistic and better suits to our industry practice as Hungarian tour organisers and retailers do not have the same level of confidence and payment conditions as their large international competitors. At the same time, <b>the regulation provides sufficient flexibility</b>, as the travel organiser or, where appropriate, the retailer can request higher repayment payment where this is necessary to ensure the organisation and proper performance of the package.</p> <p>Hungary <b>recommends a 30-day deadline instead of 28</b> - as set out in the Hungarian legislation - for the payment of the remaining amount of</p>

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	<p>the travel package, as it is more appropriate to use this in case of extraordinary circumstances or crisis situations.</p> <p>IT (Drafting Suggestions):</p> <p>There are certain risks which are inherent in the business practice of requiring advance payments, in particular, in situations where organisers are obliged to refund significant amounts to travellers for cancelled trips within a short period of time. <del>Therefore, it should be provided that downpayments, that is to say payments asked of travellers at the time of booking or shortly afterwards, should not be higher than 25% of the total price of the package, and that organisers or, where applicable, retailers should be prevented from requesting the payment of the remaining amount earlier than 28 days before the start of the package. At the same time, organisers and, where applicable, retailers should be able to request higher downpayments where this is necessary to ensure the organisation and proper performance of the package. The level of downpayments requested by organisers may be justified by advance payments to service providers, including where they belong to the same group of companies as the organiser, or the need to cover the organiser's costs directly related to the organisation and performance of the package at the time of booking or shortly afterwards. This may, where applicable, include commissions requested by retailers.</del></p> <p>IT (Comments):</p>

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	<p>Eliminate the 25% limit for down payments and the 28-day deadline for the balance. There is a risk of imposing financial limits on the market and standardising pricing policies, in violation of free competition and market principles. (see Art. 5 a)</p> <p>NL <b>(Drafting Suggestions):</b></p> <p>We propose to remove the proposal to limit the down payments. Please see further our comments in article 5.</p> <p>PT <b>(Comments):</b></p> <p>The wording of the rule raises doubts regarding the possibility of payments in installments: is it possible to pay in installments, each of which is worth less than 25% of the total package price or is it not at all possible to make payments before 28 days prior to the trip that exceed 25% of the total price of the package? We consider it very important to clarify this issue, considering that a possible ban on paying for travel in installments would be very penalizing for consumers.</p>
<p>(13) The level of downpayments should not require different calculations for each package but can be established for groups of packages that have similar characteristics regarding the necessity of downpayment. Organisers and, where relevant, retailers should continue</p>	<p>CZ <b>(Drafting Suggestions):</b></p> <p><del>(13) The level of downpayments should not require different calculations for each package but can be established for groups of packages</del></p>

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<p>to be obliged to inform travellers, before the conclusion of the contract, about the downpayments they request.</p>	<p><del>that have similar characteristics regarding the necessity of downpayment. Organisers and, where relevant, retailers should continue to be obliged to inform travellers, before the conclusion of the contract, about the downpayments they request.</del></p> <p>EE (Comments): <a href="#">See our comments on art 5a</a></p> <p>IT (Drafting Suggestions): The level of downpayments should not require different calculations for each package but can be established for groups of packages that have similar characteristics regarding the necessity of downpayment. <del>Organisers and, where relevant, retailers should continue to be obliged to inform travellers, before the conclusion of the contract, about the downpayments they request.</del></p> <p>IT (Comments): It is requested to be repealed. Impracticable, given the variety of business relationships between package organiser and suppliers.</p>
<p>(14) Since the limitation of advance payments is not compatible with the concept of package travel gift boxes as referred to in Article 3(5)(b)(iv) of Directive (EU) 2015/2302 and packages booked less than 28 days before the start of the package, these two types of packages</p>	<p>CZ (Drafting Suggestions): (14) <del>Since the limitation of advance payments is not compatible with the concept of package travel gift boxes as referred to in Article 3(5)(b)(iv) of</del></p>

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<p>should be exempted from the limitation of advance payments introduced by this Directive.</p>	<p><del>Directive (EU) 2015/2302 and packages booked less than 28 days before the start of the package, these two types of packages should be exempted from the limitation of advance payments introduced by this Directive.</del></p> <p>EE (Comments): <a href="#">See our comments on art 5a</a></p> <p>HU (Drafting Suggestions): Since the limitation of advance payments is not compatible with the concept of package travel gift boxes as referred to in Article 3(5)(b)(iv) of Directive (EU) 2015/2302 and packages booked less than <b>30 days</b> before the start of the package, these two types of packages should be exempted from the limitation of advance payments introduced by this Directive.</p> <p>HU (Comments): Hungary <b>recommends a 30-day deadline instead of 28</b> - as set out in the Hungarian legislation - for the payment of the remaining amount of the travel package, as it is more appropriate to use this in case of extraordinary circumstances or crisis situations.</p> <p>SK (Comments): Recital 14 refers to Article 3(5)(b)(iv) of Directive (EU) 2015/2302, this is clearly an incorrect reference and the recital should correctly refer to Article 3(2)(b)(iv) of Directive (EU) 2015/2302.</p>

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<p>(15) Where a travel service contained in a package is cancelled or not performed and where advance payments have been made to the respective service provider, organisers should be entitled to a refund of the payments made from service providers within 7 days. This right to refund should enable organisers to comply with their obligation to refund travellers within 14 days in cases where also the package travel contract as a whole is terminated. Where a travel service provider cancels or does not provide a service contained in a package but where the package travel contract continues to exist, the right to a refund within 7 days should enable organisers to make alternative arrangements.</p>	<p>IT (Drafting Suggestions):</p> <p>Where a travel service contained in a package is cancelled or not performed and where advance payments have been made to the respective service provider, organisers should be entitled to a refund of the payments made from service providers within 7 days. This right to refund should enable organisers to comply with their obligation to refund travellers within 14 days in cases where also the package travel contract as a whole is terminated. Where a travel service provider cancels or does not provide a service contained in a package but where the package travel contract continues to exist, the right to a refund within 7 days should enable organisers to make alternative arrangements.</p> <p><b>The scope of the rule also extends to non-EU suppliers of tourist services.</b></p> <p>IT (Comments):</p> <p>In order to extend the scope of the rule to EU suppliers, insert a specification that suppliers of tourist services included in a package, even if not belonging to the EU, who agree to provide such services to the organiser's clients, comply with EU legislation on packages.</p> <p>NL (Comments):</p> <p>See comments on article 22.</p>

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	<p>PT (Drafting Suggestions):</p> <p>(15) Where a travel service contained in a package is cancelled or not performed and where advance payments have been made to the respective service provider, <del>organisers should be entitled</del> <b>service providers should be obliged</b> to a refund of the payments made <del>from service providers by package organisers</del> within 7 days. This right to refund should enable organisers to comply with their obligation to refund travellers within 14 days in cases where also the package travel contract as a whole is terminated. Where a travel service provider cancels or does not provide a service contained in a package but where the package travel contract continues to exist, the right to a refund within 7 days should enable organisers to make alternative arrangements.</p> <p>PT (Comments):</p> <p>PT believes organisers should be entitled to a refund of the payments made from service providers also whenever the traveler terminates the package travel contract before the start of the package travel due to unavoidable and extraordinary circumstances as now provided in paragraph 2 of article 12.</p> <p>Further discussion with the insurance sector should be explored to cover the risks that have occurred during Covid 19. However, the Package Travel Directive does not seem the appropriate venue for such a debate.</p>

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<p>(16) In certain situation voluntary vouchers to travellers can be a useful alternative to refunds. Vouchers can give more flexibility to organisers in particular if they are confronted with the obligation to make many refunds within a short period of time. At the same time, vouchers can be acceptable for travellers who do not need an instant refund, as long as there are specific legal guarantees. Therefore, clear rules on vouchers should be laid down which provide such guarantees. Those guarantees should include transparency on the voluntary nature and on the key characteristics of vouchers, as well as on travellers’ rights in relation to vouchers, for example, the fact that they are protected against the organiser’s insolvency and that travellers are entitled to an automatic refund where a voucher is not redeemed during its period of validity. Organisers may make vouchers more attractive, for example, by increasing the amount of the voucher compared to the traveller’s refund right. In such cases, insolvency protection should be limited to the amount of payments received from the traveller.</p>	<p>HU (Comments):</p> <p>Regarding vouchers, based on consumer protection considerations, we suggest the following additions to the draft text:</p> <ol style="list-style-type: none"> <li>1. It should be specified that the voucher can be <b>redeemed without restrictions during its validity</b> period for any travel contract or package offered or organised by the travel organiser. Should there been any limitations, the voucher loses its meaning, and there is a risk of consumer deception. <b>Reasonable redemption restrictions</b> could be accepted <b>if the voucher amount is significantly higher</b> than the amount of the refund.</li> <li>2. The <b>essential elements of the voucher</b> should be <b>listed in the directive</b>, according to the full scope of requirements and conditions defined in Article 12a, and <b>the conditions and details of use</b> should not only be described in a separate information form/contract but also <b>on the voucher</b> itself.</li> </ol> <p>IT (Drafting Suggestions):</p> <p>Replace the text like this: “In certain situation mandatory or vountary vouchers to travellers can be a useful alternative to refunds. Vouchers can give more flexibility to organisers in particular if they are confronted with</p>

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	<p>the obligation to make many refunds within a short period of time. At the same time, vouchers can be acceptable for travellers who do not need an instant refund, as long as there are specific legal guarantees. Therefore, clear rules on vouchers should be laid down which provide such guarantees. Those guarantees should include transparency on the voluntary nature and on the key characteristics of vouchers, as well as on travellers' rights in relation to vouchers, for example, the fact that they are protected against the organiser's insolvency and that travellers are entitled to an automatic refund where a voucher is not redeemed during its period of validity. Organisers may make vouchers more attractive</p> <p>IT (Comments):</p> <p>The possibility for travellers to choose whether to accept a voucher should be excluded, making it compulsory. Alternatively, the cases in which vouchers are compulsory should be expanded, except for the reimbursement of non-repeatable trips. (see Art. 12-bis par.1)</p> <p>NL (Comments):</p> <p>See comments on article 12 bis</p>
<p>(17) It is conceivable for Member States to provide for mechanisms ensuring refunds to travellers in accordance with the legal requirements, for cases where packages are cancelled due to unavoidable and extraordinary circumstances and where organisers are unable comply with their refund obligations. In order to increase transparency, Member States introducing or maintaining such mechanisms should be obliged to</p>	

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<p>inform the Commission and the central contact points of the other Member States about such mechanisms. Such mechanisms are normally funded exclusively through contributions from organisers. Only in exceptional circumstances can such mechanisms be co-financed by Member States, and their introduction is without prejudice to the Union provisions on State aid.</p>	
<p>(18) The multitude of conceivable situations that may give rise to the termination of a package travel contract due to unavoidable and extraordinary circumstances which significantly affect the performance of a package requires a case-by-case assessment, for instance, in light of the nature and the extent of such circumstances. It should be clarified that the termination of a contract is possible if it can be reasonably expected that its performance will be significantly affected by unavoidable and extraordinary circumstances.</p>	<p>CZ (Drafting Suggestions):</p> <p>.</p> <p>EE (Comments):</p> <p><a href="#">See our comments on art 12</a></p> <p>IT (Drafting Suggestions):</p> <p>“The multitude of conceivable situations that may give rise to the termination of a package travel contract due to unavoidable and extraordinary circumstances which significantly affect the performance of a package requires a case-by-case assessment, for instance, in light of the nature and the extent of such circumstances. It should be clarified that the termination of a contract is possible if it can be reasonably expected that its performance will be significantly affected by unavoidable and extraordinary circumstances. <b>The concept of 'extraordinary and unavoidable circumstances' does not include in particular subjective and personal impediments of the traveller (e.g. illness)</b>”.</p>

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	<p>IT (Comments): It should be specified that the concept of 'extraordinary and unavoidable circumstances' does not include subjective and personal impediments of the traveller (e.g. illness). (see Art. 2 (12) or Art.12.2)</p> <p>NL (Comments): See comments on article 12.</p>
<p>(19) During the Covid-19 pandemic, different interpretations emerged regarding cancellation rights due to ‘unavoidable and extraordinary circumstances’ including in relation to the relevance of travel warnings. It is, therefore, appropriate to specify that official travel warnings for the travel destination issued by the authorities of the Member State of the traveller’s residence or departure or the country of destination, are important elements when assessing the justification of the termination of a contract. It should also be clarified that serious restrictions at the travel destination or applying after returning from the trip or holiday, such as quarantine requirements for a significant period, are also relevant when assessing the justification of the termination of a package travel contract.</p>	<p>EE (Comments): <a href="#">See our comments on art 12</a></p> <p>NL (Comments): See comments on article 12.</p>
<p>(20) It should also be clarified that the 14-day refund period, which is triggered by the termination of the contract, applies regardless of whether the traveller specifically asks for a refund.</p>	<p>IT (Drafting Suggestions):</p>

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	<p>“It should also be clarified that the 14-day refund period, which is triggered by the termination of the contract, applies regardless of whether the traveller specifically asks for a refund. <b>The traveller must provide the necessary information (for example banking) to make the refund possible.</b>”</p> <p>IT (Comments):</p> <p>In order to make a refund, the traveller must provide the international bank account number or credit card number. It is considered that it is not possible to omit this requirement. (see Art. 17).</p>
<p>(21) In order to ensure effective and uniform protection of travellers and a level playing field for organisers it should be provided that the insolvency protection of organisers covers all payments made by or on behalf of travellers in the event of the organiser’s insolvency, including cases where a package is not performed in full or in part as a consequence of the organiser’s insolvency and cases where a traveller was entitled to a refund or had received a voucher from the organiser before its insolvency.</p>	<p>IT (Comments):</p> <p>This extension of the guarantee for travellers, which will generate higher costs for organisers and sellers, must be compensated by measures that ease the liability for guarantor obligations. (see Art. 17).</p>
<p>(22) In order to ensure effectiveness of insolvency protection for travellers at all times, it should be provided that the security is sufficient to cover costs for refunds and repatriations in cases where an insolvency occurs at a time when an organiser holds the highest amounts of payments. Any increases of those amounts due to a higher anticipated</p>	<p>NL (Comments):</p> <p>See comments on article 17.</p> <p>PT</p>

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<p>volume of packages sold in a given period should be taken into account. It should be clarified that Member States should supervise the insolvency protection of organisers and monitor the market for the provision of insolvency protection and that. If necessary, Member States should be able to require a second level of protection, such as a back-up fund. This may be relevant, for example, where insurance policies do not provide the required level of protection. Such back-up funds should normally be funded exclusively through contributions from organisers. It should be clarified that such measures can be co-financed by the Member States only in exceptional circumstances and reiterated that those provisions are without prejudice to the Union provisions on State aid insofar as such measures involve State aid.</p>	<p><b>(Comments):</b></p> <p>A solution aimed at harmonizing national guarantees between MS is welcome, as long as it does not top-up companies with additional burdens (Portuguese companies are already obliged to make a contribution to a National Guarantee Fund, aimed at reimbursing consumers, namely in the event of insolvency, and possible additional contributions, if the value of the Fund reduces below a certain amount).</p> <p>An EU guarantee fund/scheme could tackle this question. PT would much welcome this option.</p>
<p>(23) Regarding refunds of payments in case of an organiser’s insolvency, the period for refunds should be further specified, referring to 3 months after the traveller has submitted the documents necessary to examine the request. It is also appropriate to lay down in a provision that Member States may require retailers to take out insolvency protection in addition to organisers.</p>	
<p>(24) It should be clarified that the central contact points are responsible for the exchange of information in relation to insolvency protection and related questions, including any mechanisms to ensure timely refunds for terminated package travel contracts.</p>	

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<p>(25) It is important that travellers are properly informed on their rights, are able to understand the information provided to them and have access to that information when they need it. Therefore, certain changes should be made regarding pre-contractual information requirements, the content of a package travel contract and the standard information forms set out in Annexes I and II to Directive (EU) 2015/2302. For example, the standard information forms in Annex I should specify the trader responsible for refunds for cancelled packages. The right to terminate a package travel contract without a fee due to unavoidable and extraordinary circumstances should be presented next to the possibility to cancel a package subject to a cancellation fee. In addition, organisers should be obliged to add the standard information form to the contract so that it is available to travellers after the conclusion of the contract, along with contact details of the relevant traders.</p>	
<p>(26) Directive (EU) 2015/2302 should, therefore, be amended accordingly.</p>	
<p>(27) Since the objective of this Directive, namely to contribute to the proper functioning of the internal market in relation to package travel and to the achievement of a high and as uniform as possible level of consumer protection in this sector, cannot be sufficiently achieved by the Member States, but can rather, by reason of its scale and effects, be better achieved at Union level, the Union may adopt measures, in accordance with the principle of subsidiarity as set out in Article 5 of the Treaty on European Union. In accordance with the principle of proportionality, as set out in</p>	

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that Article, this Directive does not go beyond what is necessary in order to achieve that objective.	
(28) This Directive respects the fundamental rights and observes the principles recognised by the Charter of Fundamental Rights of the European Union. This Directive, in particular, respects the freedom to conduct a business laid down in Article 16 of the Charter, while ensuring a high level of consumer protection within the Union, in accordance with Article 38 of the Charter.	
(29) The Commission should submit to the European Parliament and to the Council a report on the application of this Directive within 5 years of its entry into force. While the impacts of this Directive on travel businesses, including on micro, small and medium-sized organisers have been carefully assessed, it is appropriate to take into account in this report the impact of its application on micro, small and medium-sized organisers. Where necessary, the report should be accompanied by legislative proposals,	
HAVE ADOPTED THIS DIRECTIVE:	

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Article 1	
<b>Amendments to Directive (EU) 2015/2302</b>	
Directive (EU) 2015/2302 is amended as follows:	<p>FI  <b>(Comments):</b>                      We welcome the update of the Package Travel Directive and the improvement of traveller rights. However, we emphasise that changes must also take into account the interests of travel service providers and level playing field for all operators in the sector. The obligations of organisers and retailers should not be unreasonably increased. This could lead to a situation where small and medium-sized organisers would no longer be able to offer package travels and the share of package travels in the travel sector would continue to decrease.</p>
(1) Article 1 is replaced by the following:	
'Article 1	DK

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	<p>(Comments): Denmark has no comments to this proposal.</p>
Subject matter	
<p>‘The purpose of this Directive is to contribute to the proper functioning of the internal market and to the achievement of a high and as uniform as possible level of consumer protection by approximating certain aspects of the laws, regulations and administrative provisions of the Member States in respect of contracts between travellers and traders relating to package travel and linked travel arrangements, as well as certain aspects of contracts between organisers of packages and service providers’.</p>	<p>IT (Drafting Suggestions): “The purpose of this Directive is to contribute to the proper functioning of the internal market and to the achievement of a high and as uniform as 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 <del>contracts</del> <b>obligations</b> between organisers of packages and service providers”.</p> <p>IT (Comments): The aim of the directive is to contribute to the proper functioning of the internal market and to the achievement of as uniform a level of consumer protection as possible.</p> <p>LV (Comments):</p>

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	<p>Latvia supports this proposal.</p> <p>NL (Comments):</p> <p>Our sector indicate that they prefer the word “obligations” instead of “contract”. The reason of this is that especially for booking a flight, the transport agreement is not always the basis. Travel organizations usually book tickets via GDS. This is a booking system of the airline. Especially SME’s do not have contractual agreements with airlines. If the reimbursement obligation only exists in the case of an actual contract, it would not apply in a lot of cases. Therefore the sector prefers to use the term ‘obligations’ in stead of a ‘contract’.</p>
(2) in Article 2, paragraph 1 is replaced by the following:	<p>DK (Comments):</p> <p>Denmark has no comments to this proposal.</p>
<p>‘1. This Directive applies to packages offered for sale or sold by traders to travellers and to linked travel arrangements facilitated by traders for travellers.</p>	<p>NL (Drafting Suggestions):</p> <p>‘1. This Directive applies to packages offered for sale or sold by traders to travellers <del>and to linked travel arrangements facilitated by traders for travellers.</del></p> <p>NL (Comments):</p>

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	As mentioned in recital 9, we believe that LTA’s has to be removed from the scope of the directive.
<p>It also applies to refund rights of organisers as defined in Article 3(8) against travel service providers in case of cancellation or non-provision of a service that is part of a travel package.</p>	<p>FI (Comments): We have some reservations regarding interfering with the traders’ freedom of contract (see our comments on Article 22 (2))</p> <p>IT (Drafting Suggestions): “It also applies to <b>obligations on travel services providers</b> to refund organisers as defined in Article 3(8) in case of cancellation or non-provision of a service that is part of a travel package”.</p> <p>IT (Comments): It is considered useful to extend the application of the reimbursement obligation to organisers by travel service providers.</p> <p>LV (Comments): Latvia supports this proposal.</p>
	<p>CZ (Drafting Suggestions): <i>2a) in Article 2, paragraph 2 c is replaced by the following:</i></p>

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	<p>(c) <i>packages and linked travel arrangements purchased 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.</i></p> <p>CZ (Comments): Business travel should be fully excluded from the PTD. It is particularly true for trade show organisers, for example, and more generally MICE (Meetings, incentives, conferences &amp; exhibitions)</p>
(3) Article 3 is amended as follows:	
(a) point 2 is replaced by the following:	
'(2) 'package' means a combination of at least two different types of travel services, as defined in point 1, for the purpose of the same trip or holiday, if:	<p>DK (Comments): Denmark notes that the proposal implies that more travel arrangements will be covered by the concept of a 'package', while fewer travel arrangements will constitute a 'linked travel arrangement'.</p>

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	<p data-bbox="1137 395 2033 464">It should be ensured that the construction of the concepts can work in practice.</p> <p data-bbox="1137 485 1173 512">FI</p> <p data-bbox="1137 520 1312 555"><b>(Comments):</b></p> <p data-bbox="1137 572 2085 826">We consider that it is very important for travellers, organisers, retailers and supervising authorities that the definition of the package is as clear as possible. The proposed changes to the definition are not sufficient in this regard. The definition of a package includes time limits that are almost impossible for traders to comply with and supervisors to supervise and are also not justifiable from the point of view of passenger protection. The definition should be further clarified.</p> <p data-bbox="1137 849 1173 876">IE</p> <p data-bbox="1137 884 1312 919"><b>(Comments):</b></p> <p data-bbox="1137 936 2033 1082">The definitions of “package” and “linked travel arrangement” remain very complicated. If the intent is to simplify definitions and eliminate complexity, this proposal, as drafted, has not succeeded.</p> <p data-bbox="1137 1121 2067 1321">Complexity arises from the nature of the market and the dynamic nature of it – with multiple layers of service providers interacting in different ways with each other and with the consumer (airlines, hotels, transport, leisure services, intermediary agents etc).</p>

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	<p>In this case, we have, on the one hand, tour operators and travel agents and their clients who know exactly what they are agreeing - and the consumer is choosing to use their services because they understand the benefits and the protections of doing so.</p> <p>On the other hand, this proposal intends to bring into scope reluctant or accidental “organisers” where either the service provider or the consumer or both may not be aware that what they are doing is becoming involved in a package.</p> <p>We need to make sure that we do not reduce consumer choice and consumer flexibility, as an unintended consequence of these changes. For example, that airlines stop offering options to book hotels and cars in order to avoid becoming the organiser of a package.</p> <p>In this regard, the rationale for including ancillary travel services within the definition of “package” proposed at Article 3(2)(b)(i) is unclear. Such services do not seem to fall within any reasonable person’s plain and simple understanding of the term “package”. This definition should be limited to products and services that are intentionally sold and bundled together.</p>

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	<p>We do not understand the rationale for the 3 hour and 24 hour time limits within this Article. Indeed, it may be possible for providers to evade being encompassed within the scope of this definition simply by delaying the time they offer these ancillary services after initial booking.</p> <p>In Ireland, the proposed changes to the definitions would also mean that more traders may come under the bonding scheme if they are deemed to provide package, because LTAs are covered by indemnity insurance instead. This may lead to increased administration and higher costs for the travel organisers in question, with this cost being passed onto the consumer.</p> <p>The proposal also presents a number of practical implementation problems:</p> <ul style="list-style-type: none"> <li>• How is the provider of an ancillary service to know when the initial booking has been made and that their offering forms part of a package? Recital 9 seems to be placing the onus on the consumer to do this. Is this correct? If so, this does not seem practical or reasonable.</li> </ul>

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	<ul style="list-style-type: none"> <li>• How does this provision work with the proposals regarding limiting prepayments in Article 5a? If, say, a traveller pays full price at time of booking for a flight and then pays full price at time of booking for a hotel offered by a partner of the air carrier, is this a breach of the 25% cap on prepayments? If so, would a refund have to be made to the traveller? Which provider would make this refund?</li> <li>• How does this work with the proposals for vouchers at Article 12a? If multiple providers and contracts are involved, this likely means that a plethora of different vouchers may be offered to the consumer. Is this a desirable outcome?</li> </ul> <p>LT (Comments): <b>Lithuania can support</b> simplification of the definition of Directive 2015/2302, however, Lithuania notes that the definition remain too complex to be fully clear and well understood by service providers and consumers.</p>
(a) those services are combined by one trader, including at the request of or in accordance with the selection of the traveller, before a single contract on all services is concluded; or	LV (Comments):

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	Latvia supports this proposal.
<p>(b) irrespective of whether separate contracts are concluded with individual travel service providers, and:</p>	<p>LV (Comments): Latvia supports this proposal.</p> <p>PT (Comments): PT would like to question COM on how it foresees the effective implementation of these definitions. From the perspective of the consumers, how will they know what they are contracting, and from the organisers', how will they provide exact pre-contractual information, given that the service sold may later be changed by the traveller.</p>
<p>(i) those services are purchased from a single point of sale and</p>	<p>IT (Comments): The proposed definitions do not clarify the concrete difference between packages and LTA. The definition of LTA is still too confused and, as is already the case at present, it risks being completely ignored and disregarded. The criterion of 3 hours or 24 hours is not functional and does not take into account the different dynamics of online and offline (purchase at a physical agency). We are carrying out further investigations on this point to present a proposal.</p>

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	LV (Comments): Latvia supports this proposal.
- have been selected before the traveller agrees to pay, or	AT (Comments): Article 3 uses different terms: ‘agree to pay’, ‘book’ and ‘conclusion of a contract’. The Commission has already pointed out in the Council working group on March 17 <sup>th</sup> , 2024 that these different formulations have the same meaning and do not refer to different times. Therefore, a uniform terminology would be absolutely necessary to provide legal certainty. The meaning of the term ‘to book’ is rather unclear, therefore it might be more suitable to use the term ‘agree to pay’ throughout the text of the definitions (in the online booking process this refers to the button ‘agree to pay’). LV (Comments): Latvia supports this proposal.
- other types of travel services are booked within 3 hours after the traveller agreed to pay for the first travel service, or	AT (Comments):

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	<p>In the last working party the EC stated that the 3-hour period should provide more legal certainty as there have been problems in the past in determining whether a booking process resulted in a package.</p> <p>While we are still in the process of further evaluating this provision we are convinced that it would cause <b>major problems and uncertainties</b>. Although we are not yet able to define a clear Austrian position or to submit any text proposals, we would like to point out the following:</p> <p>Many small and medium-sized organisers such as hotels do not use a single system to record bookings through all various sales channels, meaning they would not know if a traveller had already booked another travel service within the last 3 hours and when the 3 hours would exactly start. An example: A traveller first books a hotel room online at the hotel’s website, then books a ticket for a concert over the phone at the hotel reception desk and a little later - after a shift change - books a city tour with another receptionist. In such a case, how is it to be ensured that the hotel (and also the traveller) can even understand that a package was created?</p> <p>CZ  <b>(Drafting Suggestions):</b>  <del>– other types of travel services are booked within 3 hours after the traveller agreed to pay for the first travel service, or</del></p> <p>CZ  <b>(Comments):</b></p>

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	<p>Provisions on packages concluded within 3 hours is impossible to comply with. It is incompatible with the obligation to provide accurate precontractual information under the very same PTD. It is impossible to know what service will be sold in advance as it can change afterwards. Moreover, changing the contract terms of the first service after its sale will be confusing and burdensome for the consumers.</p> <p>Package concluded within 3 hours can be done without the knowledge or consent of the organisers.</p> <p>EE  <b>(Drafting Suggestions):</b>  Delete this point</p> <p>EE  <b>(Comments):</b>  <b>We are concerned about the additional burden on businesses with the changing definition of package travel – under the new definition, purchases of different travel services within 3 hours, which are not currently covered by the directive, will now constitute a package. This will result in all travel service intermediaries becoming tour operators, subjecting them to greater obligations (e.g., travel guarantees). We are concerned that this may be overregulation and would harm the competitiveness of SMEs. Consequently, some businesses may refrain from providing services, leading to reduced choice for travelers and a decline in competition.</b></p> <p><b>In addition, we also see that the new package travel definition is also very difficult to apply in practice, because the package travel can be</b></p>

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	<p>formed by the traveler's choices in the future, which the travel company cannot foresee and take into account in his activities. In our opinion, it should already be clear to all parties at the time of purchasing travel services whether a package travel is formed or not. This means that the criteria for the formation of a package should be sufficiently clear and predictable. Such clear characteristics are, for example, one contract for all services or one price. The fact that the package is formed only later, does not provide the necessary clarity to the parties, and in this case the travel company cannot reasonably plan his activities in order to meet the requirements set. The time frame of 3 hours is incomprehensible and doesn't not seem to be justified. We find that passengers should be able to purchase individual travel services separately but this option is currently being withdrawn.</p> <p>EL (Comments):</p> <p><i>The provisions on packages concluded within 3 or 24 hours are impossible to comply with. In particular, it is impossible to know in advance what service will be sold, as it may change afterwards. Moreover, changing the terms and conditions of the first service after the sale will be confusing and burdensome for consumers. With the definition of package including now the consecutive sales of two travel services within 3h and 24h, it would be impossible to provide accurate precontractual information of the first travel service as neither the trader nor the consumer will know what kind of service is purchased (package or standalone service) until eventually a second sale is concluded or the time limit is passed.</i></p> <p>HU</p>

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	<p><b>(Comments):</b></p> <p>Hungary recommends this for <b>further consideration</b> due to tracking difficulties.</p> <p>LT</p> <p><b>(Comments):</b></p> <p>Lithuania points out that the clarification of the definition of mergers of services within 3 or 24 hours is too complicated and that there may be difficulties in complying with this point as well as in monitoring it.</p> <p>LV</p> <p><b>(Drafting Suggestions):</b></p> <p>Deletion of text.</p> <p>LV</p> <p><b>(Comments):</b></p> <p>Latvia points out that the clarification of the definition of mergers of services within 3 hours is too complicated and that there may be difficulties in complying with this point as well as in monitoring it. The provisions on package travel concluded within 3 hours cannot be complied with and are contrary to the obligation to provide precise pre-contractual information under Directive 2015/2302 itself. Latvia notes that it is not possible to predict in advance which service will be sold if it can change in the sales process. Furthermore, changing the terms of the</p>

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	<p>initial post-sale package contract will create confusion and burdens for consumers.</p> <p>NL (Drafting Suggestions):</p> <p>We will share a specific tekstual suggestion with the Commission and the Member States at a later time. Broadly speaking, we suggest the following alternative:</p> <p><del>other types of travel services are booked within 3 hours after the traveller agreed to pay for the first travel service, or</del></p> <p>Travel services providers that offer two or more types of travel services (that together can form a travel package) ask the consumer who is in the process of booking one travel service the question whether that consumer is planning on booking more travel services through the same single point of sale. The consumer will be presented with a short and clear overview of the consequences of booking more services, such as for example:</p> <ul style="list-style-type: none"> <li>- If you choose to book two or more travel services through our website, then this is a package. Therefore you have the right to a, b, c, etc. In case you wish to proceed with creating a travel package, click YES. If not, click NO. In that case:</li> <li>- There you will not have the right to a, b, c, etc.</li> <li>- The travel agency informs the consumer of the maximum period within which an additional service has to be booked in order to create a travel package.</li> <li>➤ The information that is presented to the consumer has to at least be in line with requirements that will be set out in the PTD.</li> </ul>

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	<p>➤ The choice that the consumer makes will be presented to the consumer in the contract.                      If the consumer chooses for the option to book additional services, than the Package travel directive will apply.</p> <p>NL                      (Comments):</p> <p>In the current definition there is a notion of 3 and 24 hours in order to determine whether a booking is regarded as a travel package or not. This poses difficulties in both feasibility for travel service providers and enforcement. Businesses are obliged to offer consumers different terms and present them with different information in case a booking is regarded as a travel package or not. It is therefore impossible to offer a consumer the correct terms and information if it is unknown during the booking process whether a consumer will book more than one travel services (and therefore will be categorized as a travel package) or not. Also, the regulator has to do case by case research in order to assess whether there was a travel package or not.</p> <p>We believe that our suggestion will help businesses to be able to present the consumer with correct information. Also, enforcement will be more feasible. Finally, the consumer has the choice to choose for a package or a single travel service.</p> <p>With our alternative, service providers are offered more flexibility to attract consumers to book additional services.</p> <p>PL</p>

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	<p><b>(Comments):</b></p> <p>The booking itself will give rise to a de facto travel event, which may not take place. A booking does not necessarily entail the consequence of paying for it. The booking can be cancelled. The security systems (Tourist Guarantee Fund, Tourist Assistance Fund) that are currently in place in our country may be destabilised. The question of the wording - "booked" or "paid" - needs to be considered. In the latter case, we are certain that a travel event has been created, whereas in the case of a mere booking, we are not.</p> <p>PT</p> <p><b>(Comments):</b></p> <p>PT recognizes the need to clarify the concept of package travel. However, this expansion of the concept of organized travels raises some doubts regarding its operationalization, in particular with regard to the possibility of converting, in certain circumstances, an isolated purchase into a package travel, namely, when “consecutive” services are booked in a 3 hours period, in which, for example, a consumer purchases a plane ticket online and in the following three hours, also purchases accommodation, as recommended by the plane ticket booking website. This solution implies that a consumer initially reserves (and/or pays) for a stand-alone service, receiving the respective contracting conditions and, within three hours, the initial conditions no longer apply and the consumer then benefits of the protection regime associated to package travel. The question is how to ensure that the initial provider is aware and complies with the obligations (namely provide accurate pre-contractual information) arising from this conversion. Successive bookings of online travel services may lead to travel packages without the organizer being</p>

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	<p>informed, and packages created by consumers may not be viable (e.g. very short connection times between flights).</p> <p>SE (Comments):</p> <p>The definition of a package should be logical, clear and easy to understand and apply. The proposal does not achieve this, but creates a very complicated system that will be difficult to understand and apply for travellers, service providers and organisers. Our preliminary view is that this provision should be removed.</p>
<p>- other types of travel services are booked within 24 hours after the traveller agreed to pay for the first travel service and if, before the traveller agreed to pay for the first travel service, the trader invited the traveller to subsequently book one or more additional types of travel services, or</p>	<p>AT (Comments):</p> <p>The deadline begins within 24 hours after the traveller ‘agrees to pay for the first travel service’. In Article 3(5), however, the period begins ‘after the confirmation of the booking of the first contract’. Article 3 uses different terms in general: ‘agree to pay’, ‘book’ and ‘conclusion of a contract’. A uniform terminology would be desirable to provide legal certainty. As it is the clearest term, it is preferable to use the term ‘agree to pay’ (see above).</p> <p>As in the previous subcategory, with this deadline it is also unclear in detail when it starts to run. Especially for small and medium-sized organisers it can be difficult to monitor a wide range of sales channels. However, since in this case the organiser himself has offered the additional travel services and invited the traveller to book them, in this case – unlike in the previous subcategory – it must be clear to him that all his sales channels have to be</p>

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	<p>monitored. The deadline of 24 hours seems arbitrary, but can be accepted as a clarification criterion.</p> <p>As a further clarification it would be desirable to specify the sequence ‘invite to book’ in more detail, at least in a recital. Which actions of the trader are to be considered "invite to book" within the meaning of this provision? Is this to be equated with Article 3(5)(b) of Directive 2015/2302 with ‘in a targeted manner’? Or does an invitation already exist in the case of mere advertising? Does the traveller have to be specifically referred to an offer or a specific provider? It should not be sufficient that a travel agency puts up brochures, but rather the traveller should have been offered the travel service specifically. Otherwise that the same problems would arise as already stated in the previous subcategory.</p> <p>EE  (Drafting Suggestions):  <a href="#">Delete this point</a></p> <p>EE  (Comments):  <a href="#">See our comment in previous line</a></p> <p>EL  (Comments):  <i>Same as above comment.</i></p> <p>FI  (Comments):</p>

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	<p>It is unclear to us why two different provisions are needed with different time limits in a situation where a traveller after agreeing to pay for the first travel service books other travel services for the same trip <b>from a single point of sale</b>.</p> <p>Operating within the proposed time limits and monitoring whether the travellers book additional services during them is very challenging for the traders and significantly increases their administrative burden. The ambiguity of the definitions also leads to a situation where travellers do not know whether they have purchased a package travel, a LTA or a separate service falling all together outside the scope of the Directive. The trader who has sold the first travel service might not always become aware that other travel services have been booked and thereby a travel package has been formed, which places many obligations on the trader, for example concerning pre-contractual information.</p> <p>We have serious doubts about the inclusion of these two provisions with random time limits in the definition of package. They do not clarify the definition, rather the opposite.</p> <p>HU  <b>(Comments):</b></p> <p>Hungary recommends this for further consideration due to tracking difficulties.</p> <p>LV  <b>(Drafting Suggestions):</b></p> <p>Deletion of text.</p>

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	<p>LV  <b>(Comments):</b>                      Latvia points out that the clarification of the definition of mergers of services within 24 hours is too complicated and that there may be difficulties in complying with this point as well as in monitoring it.</p> <p>NL  <b>(Drafting Suggestions):</b>                      See comments above.</p> <p><del>– 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</del></p> <p>PL  <b>(Comments):</b>                      It appears that modifying the definition of a package holiday, in the context of imprecise wording such as "invited the traveller", may create legal uncertainty in this area. In practice, it may be difficult to distinguish whether a traveller has been invited, and it is not entirely clear what services are involved, whether only the basic services (transport, vehicle hire, accommodation) or perhaps others - which are specified in the proposal for booking within 3 hours.</p> <p>SE</p>

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Commission proposal (doc. 16388/23)	Drafting Suggestions and Comments
	<p><b>(Comments):</b> Please see comment above.</p>
<p>(ii) are offered, sold or paid at an inclusive or total price, regardless of any separate billing, or</p>	<p>AT <b>(Comments):</b> Paying for a trip is a factual process for which the traveller alone is responsible. The Commission pointed out in the Council working group on March 17<sup>th</sup>, 2024 that the revised wording is not intended to change the current legal situation. However, the wording ‘paid at’ in this context would mean that travel services that do not constitute a package could become a package only because of joint payment by the traveller – even if this may not be his intention at all. There is a justification missing as to why the joint payment alone should result in a package. Rather, the central point of reference in the interest of consumer protection must be the offer or selling at an inclusive or total price – regardless of any separate billing, but also regardless of the number of payment transactions by the traveller (e.g. one joint payment, several payments, payment by installments).</p> <p>LV <b>(Comments):</b> Latvia supports this proposal.</p>

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(iii) are advertised or sold under the term ‘package’ or under a similar term, or	<p>LV  <b>(Comments):</b>                      Latvia supports this proposal.</p>
(iv) are combined after the conclusion of a contract by which a trader entitles the traveller to choose among a selection of different types of travel services, or	<p>LV  <b>(Comments):</b>                      Latvia supports this proposal.</p>
(v) are purchased from separate traders through linked online booking processes where the traveller’s name, payment details, e-mail address or the traveller’s other personal data are transmitted from the trader with whom the first contract is concluded to another trader or other traders.	<p>AT  <b>(Comments):</b>                      The proposed amendment allows the booking of additional travel services through linked online booking processes possibly many months later. The absence of the 24-hour-time limit makes it unclear whether only linked online booking processes in a temporal context with a transmission of personal data fall under this provision or, in fact, all bookings without any temporal context.</p> <p>CZ  <b>(Drafting Suggestions):</b>                      (v) are purchased from separate traders through linked online booking processes where <del>the traveller’s name, payment details, e-mail address or</del> the traveller’s <del>other</del> personal data are transmitted from the trader with whom the first contract is concluded to another trader or other traders <b>at</b></p>

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	<p><i>the latest 24 hours after the confirmation of the booking of the first travel service.</i></p> <p>CZ (Comments): The time limit is necessary in order to avoid unwanted/ far reaching consequences on the sale.</p> <p>EE (Drafting Suggestions): Delete this point</p> <p>EE (Comments): Firstly, <b>the need to regulate such business models remains questionable</b> as we are not aware of such practices. We believe that clear rules are of a significant value for all market participants, hence we should strive for straightforward rules, which are uncomplicated to apply in practice.</p> <p>Secondly, more uncertainty is created here, as <b>the part "or the traveler's other personal data", is added, as it is very vague and broad.</b> This concept is very difficult if not impossible to understand and to enforce. In the current PTD, the data transfer provision is clearer, providing a specific list: traveller's name, payment details and e-mail address. In current PTD it is also limited by the term during which the package could be formed (24 hours), but according to the new wording <b>package may</b></p>

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	<p><b>be formed at any time in the future which does not provide sufficient legal clarity.</b></p> <p>FI  <b>(Comments):</b></p> <p>The definition of click-through package is problematic in particular. By way of derogation from the current provision, a package is formed if <b>any</b> personal data of the traveller is transferred from one trader to another and another travel service is purchased within an <b>unlimited</b> period of time from the purchase of the first service.</p> <p>We consider it very problematic that an operator who has sold the first service may, possibly without even knowing it, become a party to an agreement that he has not concluded or accepted and thus be liable under the Directive for all the services included in the package.</p> <p>The application and especially the supervising of compliance with the click-through provision is almost impossible in many respects. Travellers do not usually consider buying a package travel if, possibly even after a long time from the purchase of the first service, they book another service for the same trip on the basis of a contact from another service provider.</p> <p>IT  <b>(Drafting Suggestions):</b></p> <p>“are purchased from separate traders through linked online booking processes where the traveller’s name, payment details, e-mail address or the traveller’s other personal data are transmitted from the trader with whom the first contract is concluded to another trader or other traders.  <b>Trader must disclose whether he has arrangements with other</b></p>

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	<p><b>professionals for the transfer of client data for the purpose of concluding dynamic packages pursuant to Article 3(2)(b)(v)”.</b></p> <p>IT  <b>(Comments):</b></p> <p>(see Recital 8) Insert an obligation for the trader to disclose whether he has arrangements with other professionals for the transfer of client data for the purpose of concluding dynamic packages pursuant to Article 3(2)(b)(v). The identification criterion for this type of 'dynamic' package is very complicated, as it is conditional on the transfer of data between two professionals and escapes control. It can become an uncontrollable area.</p> <p>LV  <b>(Drafting Suggestions):</b></p> <p>Deletion of text.</p> <p>LV  <b>(Comments):</b></p> <p>Latvia points out that services purchased from individual traders through related online booking processes cannot be identified or monitored and there is no practical application of such rules. Since the adoption of Directive 2015/2302, Latvia has not found in practice any case where such a scheme has been observed. In addition, by successively booking several online tourist services, packages can be created without the knowledge of the organiser (different names, different credit cards, etc.). The travel combinations created by consumers themselves may be practically impossible to implement (e.g. too short a connection time between flights). The organizer (tour operator) should therefore not be</p>

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	<p>responsible for the package which he would never have agreed to offer for sale.</p> <p>A package must be a combination of services either purchased in one place from one trader (regardless of the number of invoices/contracts) or in different locations by different traders, but it has one single price (including all services).</p> <p>The service provider may be responsible only for the provision of services for which it can assume responsibility, and which are included in the contract with the consumer.</p> <p>NL  <b>(Comments):</b></p> <p>It is not clear which trader is responsible for the performance of the package. Is that the trader who transmit the data or the trader who receives the data?</p> <p>PL  <b>(Comments):</b></p> <p>‘other personal data’ - not sure what this data is? Is this data mandatory or optional? It seems that the most crucial data from the point of view of the creation of a package are the name and payment details, often not even the e-mail address when purchasing packages online.</p> <p>SE  <b>(Comments):</b></p> <p>SE is reluctant to broaden the definition of ‘click-through-packages’ by removing the 24 hours limit and limiting the kind of data that is required.</p>

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	<p>The proposal would mean that sharing customer details – any type of personal data – in a linked booking process would lead to a package being formed, regardless of when the second travel service is bought. The proposal does not achieve the aim of simplifying the rules and is of limited value to travellers.</p> <p>SE would prefer the current wording on ‘click-through-packages’.</p>
<p>A combination of travel services where not more than one type of travel service as referred to in point (a), (b) or (c) of point 1 is combined with one or more tourist services as referred to in point (d) of point 1 is not a package if the latter services:</p>	<p>FI (Comments): We can accept this amendment.</p> <p>LV (Comments): Latvia supports this proposal.</p>
<p>(a) do not account for at least 25% of the value of the combination and are not advertised as and do not otherwise represent an essential feature of the combination; or</p>	<p>AT (Comments): The transposition of the 25 % limit so far only mentioned in a recital as a clarification is welcomed.</p> <p>FI (Comments): We can accept this amendment.</p>

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	<p>LV  <b>(Drafting Suggestions):</b></p> <p>(a) do not account for <del>at least 25%</del> <b>a significant proportion</b> of the value of the combination and are not advertised as <b>part of travel or holiday</b> and do not otherwise represent an essential feature of the combination; or</p> <p>LV  <b>(Comments):</b></p> <p>[1] Latvia does not support the proposal regarding exceptions - the definition of a value of 25% for the second service in the case of a combination of two tourism services (transport/hosting/car rental + second service). Latvia considers that this requirement is too categorical, and it is not always possible to accurately determine the value of the service. Situations may arise where, for example, the same combination of services will be counted as a package in one case and not in the other (for example, a tourist accommodation offering to purchase concert tickets - depending on the price of the ticket, the service will count as a package in one case and not in the other). This will create confusion for both the organiser and the consumer.</p> <p>[2] In addition, Latvia proposes to include “are not advertised as part of travel or holiday” in the exemptions of the package definition. Requirements of the Directive should not apply to services offered to a tourist as tourism products in different combinations where the relevant service providers, in cooperation with each other, co-create unique tourism products (products which are not positioned as travel and are not sold by tour operators). By clarifying this in the Directive, we make sure that the scope of Directive is not widened beyond its original intention, and we escape the possible overregulation. This is essentially important</p>

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	<p>for micro and life-style entrepreneurs that offer small but unique tourism products, often operating in regions or rural areas, where their main occupation is not organizing packages but rather offering various small tourism or related services. These entrepreneurs should not fall under this Directive.</p> <p>SE (Comments): SE can preliminary support this proposal.</p>
<p>(b) are selected and purchased only after the performance of a travel service as referred to in point (a), (b) or (c) of point 1 has started;’.</p>	<p>EE (Drafting Suggestions): Add point c) “are provided by the same service provider who is a provider of service under point (b) if no carriage of passengers under point (a) is included and no other service providers are involved, regardless of value of those services.”</p> <p>OR ALTERNATIVELY new paragraph: “A combination of travel services where not more than one type of travel service as referred to in point (b) 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 are part of accommodation facility’s on-site activities and no other service providers are involved, regardless of the value of this combination</p> <p>EE</p>

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	<p><b>(Comments):</b></p> <p>In practice, we see that this too loose list, which "other tourist service" can mean, raises everyday questions about which services the directive covers and which ones it does not. Such ambiguity also affects the market negatively, because the providers of various services have to assess on a daily basis whether the service they offer is "other tourist service" or not, and whether in this case it may be a package and they become a tour operator. For example, if a tourist farm offers the possibility to rent a boat in addition to the accommodation, it becomes a tour operator, even if no other service providers are involved (tourist farm owns the boats). It is questionable for us whether there is a need to protect travelers against the activities of micro-accommodation service providers. Also, a spa hotel which combines accommodation with a spa service which is its primary activity, is considered a tour operator. <b>In practice, we see that these complex regulations lead to a decrease in additional services offered by tourism companies, because it is not possible to do this under reasonable conditions. Therefore, we should also discuss whether a package could primarily consist of a combination of accommodation, transportation or car rental which can be complemented with other tourism services.</b> This would solve the issues of too vague "other tourism service" and accommodations would not have to constantly calculate whether the other service added to the overnight stay constitutes 25% of the total value of the services or not. The provision of accommodation services is the core business for the hotels and if it is accompanied by additional sales from the hotel's own on-site services, all of which it provides itself, this should not make it a tour operator. This is not the trip they are selling, but today <b>the PTD does not make a difference between tour operators who organize trips and other service providers who</b></p>

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	<p><b>sell their accommodation with additional on-site services</b> (such as spa service or rental of boat etc). This is not a proportional approach.</p> <p>However, if this change seems too big, then some other alternative approach could be considered. For example, if trader is the provider of the main service (point b) which does not include carriage of passengers (point a) and no other service providers are involved (meaning that the trader itself is the only provider of its services as it is often the case in accommodation) then in that cases adding another tourist services would not constitute a package regardless of its value. <b>For this we propose a new point c for exclusion of a package</b> and we hope that we can continue the discussion in this regard.</p> <p>Also, it could be considered to add some more examples in recitals as the meaning of another tourist service and whether it is essentially a part of another service or not can be difficult to apply in certain cases, especially when accommodation service providers are involved.</p> <p>FI  <b>(Comments):</b>                      We can accept this amendment.</p> <p>LV  <b>(Comments):</b>                      Latvia supports this proposal.</p>
(b) point 5 is replaced by the following:	

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<p>‘(5) linked travel arrangement’ means a combination of different types of travel services, not falling under the definition of a package in point 2, where, a trader which is party to a contract on the provision of a travel service and receives payments by or on behalf of a traveller invites a traveller to book additional type of travel service from another trader 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.</p>	<p>AT (Comments):</p> <p>The proposed amendment to the definition has caused massive irritation in the travel industry as it appears to reduce the scope of application and takes away a vital business segment for travel agents: mere retailers are excluded, the (first) trader must now himself be party to a contract on the provision of a travel service.</p> <p>In Article 3(2), the threshold was made clearer by transposing a specific percentage limit that was previously only mentioned in a recital. In this article, however, the threshold has been completely removed. There is no recognisable justification for this distinction. There should be a resonance of both provisions.</p> <p>According to recital 9 of Directive 2015/2302, the original consideration regarding linked travel arrangements was that it would not be appropriate to impose the same obligations on the trader who assists the traveller in concluding various contracts with providers of travel services as those of a tour operator. However, the current proposed definition is no longer based on the procurement of travel services, but only 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. Due to the criterion ‘trader which is party to a contract on</p>

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	<p>the provision of a travel service’, a mere intermediation via companies that are not contractual partners for the provision of the service cannot lead to a linked travel service.</p> <p>Until now, Directive 2015/2302 has only required travellers to be informed about the nature of the contract when booking a package or linked travel arrangements. As the proposed definition of linked travel arrangements excludes ‘mere intermediation’, this would mean that if neither a package nor a linked travel arrangement exists under the proposed amendment to the Directive, travellers would not be subject to the protection of this Directive. For example, following the proposed amendments, bookings made more than 3 hours after the first travel service and where no invitation to book further travel services (before agreeing to pay) has been made by the trader are not covered by the scope of the new proposal on the Package Travel Directive. It is neither a package nor a linked travel arrangement - a circumstance about which travellers do not have to be informed due to the lack of applicability of this Directive. There is also no insolvency cover. According to the current version in force, this case would at least be categorised as a linked travel arrangement.</p> <p>Article 3 uses different terms: ‘agree to pay’, ‘book’ and ‘conclusion of a contract’. A uniform terminology would be desirable to provide legal certainty. As it is the clearest term, ‘agree to pay’ is preferable (see above).</p> <p>CZ  <b>(Comments):</b>                      CZ primarily proposes to delete the definition of LTA, or. at least, to simplify it.</p>

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	<p>EE  <b>(Drafting Suggestions):</b>  Delete this point</p> <p>EE  <b>(Comments):</b>  <b>Although a new definition of LTA is more clear and more limited, the LTA as a whole should be excluded from the scope of PTD.</b> As in 2015, we are also now of an opinion that such services do not need insolvency protection and there is essentially no expectation of such protection. The need for protection of LTAs is questionable to us. It is difficult to understand and prove whether an LTA has been purchased, the first service provider may not know about purchasing another service from another provider, etc.</p> <p>In case the LTAs still remain in the scope, the exclusion of packages (last sentence of art 3(5)) is important to maintain.</p> <p>Also the meaning of “inviting a traveller to book” needs more clarification. Perhaps some examples in recitals could be provided.</p> <p>FI  <b>(Comments):</b>  While the proposal clarifies to some extent the current definition of linked travel arrangements (LTA), it should be assessed whether the inclusion of such travel arrangements in the scope of the Directive is justified in terms of passenger protection. The proposed definition remains unclear and its application will cause similar problems as the current definition.</p>

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	<p>IE (Comments):</p> <p>Further clarity required on the changes here as it is difficult for all stakeholders to understand the clear boundaries between LTAs and packages, subsequently making it difficult for enforcement authorities to implement them in practice.</p> <p>Could the CION provide some concrete examples of the different types of packages and LTAs that are encompassed by these definitions and how the provisions of the Directive would work in practice in each case? This would greatly aid our consideration of the text.</p> <p>From our understanding of the current proposed definition for Linked Travel Arrangements:</p> <ul style="list-style-type: none"> <li>- The trader must invite you to book the additional services before or after the completion of concluding the first booking.</li> <li>-All services must be selected within 24 hours of the first contract.</li> <li>- Personal details are not transferred from one trader to another trader.</li> <li>- It does not have to be travel services and one other tourist service worth at least 25% of the total price, any combination of services will suffice.</li> </ul> <p>Is this the intended meaning of the proposal?</p> <p>LT</p>

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	<p><b>(Comments):</b></p> <p>The proposed definition of a ‘package’ and of a ‘linked travel arrangements’ will be difficult to apply, enforce and understand for both consumers and business entities.</p> <p>LV</p> <p><b>(Comments):</b></p> <p>Latvia as a whole can support clarification and simplification of the definition if click-through is deleted from package definition. At the same time, Latvia proposes to assess the possibility of abandoning the LTA as such and excluding them from the scope of the Directive in whole or in part (by narrowing down and clarifying the situations when the regulation applies). Often, in practice, providers are not even aware that such a combination could form. Consequently, if such combinations are carried out only occasionally and there is no deliberate scheme for the purchase of such combinations, it is difficult in practice to adhere to or detect them. An example could be a situation where a traveller orders an accommodation service and, in addition, is offered dinner at a local restaurant or a trip to a local viewing spot.</p> <p>NL</p> <p><b>(Drafting Suggestions):</b></p> <p><del>‘(5) linked travel arrangement’ means a combination of different types of travel services, not falling under the definition of a package in point 2, where, a trader which is party to a contract on the provision of a travel service and receives payments by or on behalf of a traveller invites a traveller to book additional type of travel service from another trader for the purpose of same trip or holiday and where a contract on the provision</del></p>

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	<p><del>of an additional travel service is concluded at the latest 24 hours after the confirmation of the booking of the first contract.</del></p> <p>NL (Comments): The Netherlands does not support the adoption of ‘linked travel arrangements’ as a category under this directive. See our comments above (recital 9)</p> <p>PL (Comments): The proposed amendment raises questions on the creation of linked tourism services (“LTA”). According to the new concept, link travel arrangement can only be created if the trader invites the traveller to book an additional type of travel service. It is not entirely clear what kind of services are involved, whether only the basic services (transport, vehicle hire, accommodation) or also other services - which are specified in the proposal for booking within three hours in the case of a tourist event? At the same time, the proposal complicates the blurring and differentiation of the tourist event from the LTA. In addition, it should be noted that in the case of LTA, there is no regulation on the significant value of other tourist services - 25%, as in the case of package holidays, which suggests that a LTA cannot be created as a combination of a basic type of tourist service (transport, vehicle rental, accommodation), with another outside this cartalogue.</p> <p>PT</p>

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	<p><b>(Comments):</b></p> <p>Regarding the linked travel arrangements, the amendment to Annex I Part A defines that in order to benefit from protection in the event of insolvency the consumer is advised to record the invitation to book additional travel service and the additional booking, for instance through screenshots, and to inform the organiser about the additional travel services booked within 24 hours for the trip or holiday at the email address or on the website.</p> <p>PT has doubts about whether the intention is to impose a burden of proof on the consumer or whether this is simply intended as an advice to the consumer to keep information on their side in case of conflict.</p> <p>SE</p> <p><b>(Comments):</b></p> <p>SE is sceptical about this proposal as it does not achieve the aim of simplifying the rules and would be difficult to apply. However, the current definition is also unclear and has a limited applicability. Thus, SE needs further time to analyse how to respond to the proposal.</p>
(4) Article 5, paragraph 1, is amended as follows:	<p>DK</p> <p><b>(Comments):</b></p> <p>Denmark has no immediate comments on this proposal regarding the revised information obligations.</p>
	<p>CZ</p> <p><b>(Drafting Suggestions):</b></p>

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	<p>Point (a) ii is amended as follow:</p> <p>the means, characteristics and categories of transport, points, dates and time of departure and return, the duration and places of intermediate stops and transport connections.</p> <p><i>If possible</i>, 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</p> <p>CZ (Comments):</p> <p>This information might not be available in particular for packages purchased far in advanced. Clarifying that it should be provided if possible would help.</p>
(a) point (d) is replaced by the following:	
<p>‘(d) the arrangements for payment, including any amount or percentage of the price which is to be paid as a downpayment and the timing for payment of the balance, in accordance with Article 5a, or financial guarantees to be paid or provided by the traveller;’;</p>	<p>EE (Comments):</p> <p><a href="#">See our comments on article 5a</a></p> <p>LV (Drafting Suggestions):</p> <p>(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</p>

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	<p>payment of the balance, <del>in accordance with Article 5a</del>, or financial guarantees to be paid or provided by the traveller</p> <p>LV (Comments): Latvia does not support the amendment of subparagraph (d) as Latvia as a whole does not support the addition of Article 5a to the Directive.</p> <p>SE (Comments): Depending on the outcome of other articles, SE can preliminary support this proposal.</p>
(b) point (g) is replaced by the following:	
<p>‘information that the traveller may terminate the contract at any time before the start of the package in return for payment of an appropriate and justifiable termination fee, or, where applicable, the standardised termination fees requested by the organiser, in accordance with Article 12(1), and that the traveller may terminate the package travel contract without paying any termination fee due to unavoidable and extraordinary circumstances as specified under Article 12(2);’.</p>	<p>AT (Drafting Suggestions): ‘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 <del>under certain circumstances due to</del></p>

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	<p><del>unavoidable and extraordinary circumstances as specified in the standard information form under Article 12(2);</del></p> <p>AT (Comments): According to the Directive, there are other rights to terminate the contract free of charge that are more relevant in practice (e.g. significant change in an essential characteristic of the travel services, Art 11 (2)). There is therefore a risk that consumers will assume that there is only a free right of withdrawal due to unavoidable, extraordinary circumstances, as only this is mentioned.</p> <p>FI (Comments): We can accept this amendment.</p> <p>LV (Comments): Latvia supports this proposal.</p> <p>SE (Comments):</p>

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	SE can preliminary support this proposal.
(5) the following Article 5a is inserted:	CZ (Drafting Suggestions): (5) — the following Article 5a is inserted:
'Article 5a	CZ (Drafting Suggestions): 'Article 5a EE (Drafting Suggestions): Delete article 5a EE (Comments): <b>We do not find it reasonable to limit downpayments.</b> Travel businesses require those payments to ensure that the trip takes place, they need to pass on these payments to service providers. Often, 100% of the flight ticket must be paid at the time of booking. Considering both today's market practices and the fact that we already have insolvency protection to protect advance payments, such an intervention is not necessary and instead of the expected benefit, it may create an additional administrative burden, increase the prices of packages and weaken the liquidity of tour operators. <b>Another issue with this restriction is that it is hard to apply</b>

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	<p><b>in practice</b>, as it is difficult for the passenger to assess the justification of a higher advance payment, while it is also relatively easy to avoid this restriction by businesses. For example, the limit of downpayments cannot be applied in a situation where a package trip is formed only after the traveler has purchased another service within 3 hours; here, when selling the first service, the travel company cannot be aware whether the passenger intends to purchase additional travel service later. Also, probably as a result of the new rule, travelers' appeals to the state authorities will increase with questions about whether the tour operator has the right to demand from them an amount greater than 25% of the total price of the trip. Therefore, the expected benefits for the improvement of passenger protection may not be accompanied by the restriction, but it may be accompanied by an increase in the workload of implementing agencies and courts.</p>
<p><b>Payments</b></p>	<p>CZ  <b>(Drafting Suggestions):</b>  <b>Payments</b></p>
<p>Member States shall ensure that, except for packages as defined in Article 3, point (2)(b)(iv), and packages booked less than 28 days before the start of the package, the organiser or, where applicable, the retailer shall not request downpayments exceeding 25% of the total price of the package and shall not request the remaining payment earlier than 28 days before the start of the package. The organiser, or where applicable, the retailer</p>	<p>AT  <b>(Comments):</b>                      Restrictions on downpayments already exist in Austria. Downpayments may be accepted no earlier than eleven months before the agreed end of the trip. Downpayments amounting to more than 20% of the travel price may</p>

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<p>may request higher downpayments where this is necessary to ensure the organisation and the performance of the package. <a href="#">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.</a>'.</p>	<p>not be accepted earlier than twenty days before the start of the trip; this does not apply in case of unlimited risk cover.</p> <p>The provision does not explain why packages under (2)(b)(iv) are exempt.</p> <p>Austria is still in the process of further evaluating this provision, due to major differences among national stakeholders. Therefore, we are not yet able to define a clear Austrian position or to submit any text proposals, and will come back to this provision at a later time.</p> <p>CZ <b>(Drafting Suggestions):</b></p> <p><del>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. <a href="#">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.</a>'.</del></p> <p>CZ <b>(Comments):</b></p> <p>With regard to Art. 5a, CZ considers that this is an unnecessary duplication of protection for the traveller, also because the draft directive provides for</p>

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	<p>a 7-day period for the refund of money to the trader, thus significantly reducing the risk of non-refund of money to the consumer by the trader. This measure would also have a negative impact on SMEs, especially on micro-enterprise in CZ. The examples given, where a maximum of 30% of the total price of the package are already being collected, are based on the reality of other EU MS's markets, where the organizer's segment consists mainly of big players.</p> <p>DK (Comments):</p> <p>Questions can be raised as to whether such a restriction of the freedom of agreement is a proportional intervention. Denmark finds it reasonable to consider whether it's even necessary to limit downpayments in the directive also keeping in mind, that if the insolvency protection is enforced in practice, the traveller will receive a refund if the travel organiser becomes bankrupt.</p> <p>Thus, Denmark is very skeptical of this proposal.</p> <p>EL (Comments):</p> <p><i>The restriction on advance payments will be an additional obligation on top of the insolvency protection and various other guarantees that a package organiser already has to provide (e.g. securities for the sale of tickets and for credit card companies). This provision will require</i></p>

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	<p><i>bookings to be settled in two instalments (25% and then 75%) and will de facto prevent operators from offering more flexible payment plans, such as instalment payments (e.g. 4 or 5 instalments). This will of course affect the most vulnerable consumers.</i></p> <p><i>Such restriction will drive up package prices, weaken the liquidity of travel organisers and will not reduce the cost of insolvency protection. On the contrary, it will further fragilize organisers' liquidities and encourage consumers to choose cheaper, less protected travel alternatives.</i></p> <p>FI  <b>(Comments):</b></p> <p>We have major reservations regarding the limitation of downpayments. This may have a significant impact on the opportunities for small and medium-sized traders to operate in the tourism sector in particular. The proposed provision could undermine the level playing field for traders as it would restrict only the ability of organisers and retailers to collect downpayments. Other traders in the tourism sector, such as airlines and hotels, would not be affected by this restriction. Instead of limiting the amount of downpayments, the proposed provisions on insolvency protection are better ways of safeguarding the position of passengers, including the return of downpayments.</p> <p>This change has been justified, in particular, by problems encountered in crisis situations, such as difficulties for travellers to receive refund payments within the time required by the Directive or insufficient insolvency protection. These are problems that should be solved through effective supervision by the authorities, not by unnecessarily weakening the operating conditions of organisers and retailers.</p>

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	<p>However, if the amount of downpayments will be limited, it must be possible to deviate from it on a case-by-case basis.</p> <p>HU (Drafting Suggestions):</p> <p>Member States shall ensure that, except for packages as defined in Article 3, point (2)(b)(iv), and packages booked less than <b>30 days</b> 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 <b>30 days</b> 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. <i>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.</i></p> <p>HU (Comments):</p> <p>Hungary <b>recommends a 30-day deadline instead of 28</b> - as set out in the Hungarian legislation - for the payment of the remaining amount of the travel package, as it is more appropriate to use this in case of extraordinary circumstances or crisis situations.</p> <p><b>Hungary recommends for further consideration the reduction of the downpayments from 40% to 25%</b>, since the initial costs incurred by</p>

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	<p>travel organisers almost always exceed it already at the time of booking travel packages. The 40% ratio is more realistic and better suits to our industry practice as Hungarian tour organisers and retailers do not have the same level of confidence and payment conditions as their large international competitors. At the same time, <b>the regulation provides sufficient flexibility</b>, as the travel organiser or, where appropriate, the retailer can request higher repayment payment where this is necessary to ensure the organisation and proper performance of the package.</p> <p>IE (Comments):</p> <p>We are concerned about the potential impact setting a cap on the level of prepayments may have for the travel trade industry across the EU.</p> <p>The level of prepayment has not been an issue for consumers; it has been the speed and ability to get refunds. It is not clear that the 25 percent limitation solves this – it reduces the financial exposure of consumers but does not improve their chances of getting their money back. The focus of reform should be on insolvency and refund timeframes. This provision risks damaging the market, damaging competition and favouring the large incumbent providers who have access to larger cash reserves and have the</p>

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	<p>leverage in the market to obtain special terms and rates with airlines, hotel chains and other travel providers.</p> <p>This proposal may present issues for small/medium businesses who could face difficulties with paying operational costs if these rules are introduced. This may impact certain business models, especially if the business is seasonal, as much of the travel industry is. Some businesses rely on prepayment income for cashflow purposes and this proposal could impact the financial stability of companies going forward which is a concern. The effect, therefore, may be to place additional pressure on insolvency protection schemes; precisely the opposite of what this measure is intended to achieve.</p> <p>It may also create a barrier for new companies wishing to enter the market as it would likely increase the amount of working capital new entrants would need to raise to enter the market. Article 153(2)(b) of the TFEU provides that the Parliament and Council “shall avoid imposing administrative, financial and legal constraints in a way which would hold back the creation and development of small and medium-sized undertakings”.</p>

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	<p>The proposal may also take away flexibility which the customer currently enjoys - i.e. if they wish to put arrangements in place for the payment of a holiday in instalments over a period of time or, indeed, if they wish to pay in full up front.</p> <p>We agree with SK and NL that this proposal may represent an unjustified intervention into the way the market works.</p> <p>It is noted that providers may seek higher prepayments where this is necessary to ensure the organisation and performance of the package. It is assumed that this covers situations where suppliers, such as air carriers or hotels, demand a higher payment or payment in full at time of booking or within a shorter timeframe than that allowed by this provision. While this exception is welcome, it can surely be expected that providers will maximise their utilisation of this provision – the question arises then as to whether the effect of this provision would be to reduce the level of prepayments at all? The impact assessment suggests the overall reduction may be just 5 percentage points. The value of such a minor benefit is questionable when considered in the context of the potential risks to the</p>

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	<p>operation the travel market set out above and in the comments of many other Member States.</p> <p>On a separate note, we are not convinced that this provision – taking into account the exceptions referred to in the paragraph above – can be easily or effectively enforced. It seems to us to present an unreasonable and unimplementable regulatory burden on both the industry and the national enforcement bodies to monitor compliance.</p> <p>We agree with LV that the proposal may increase risk for organisers which will increase the cost to consumer and perhaps push consumers to cheaper less protected options.</p> <p>IT  <b>(Drafting Suggestions):</b>  <del>“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.</del> <b>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, if not</b></p>

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	<p><b>duly justified, and shall not request the remaining payment earlier than 28 days before the start of the package.”.</b></p> <p>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. <i>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.’.</i></p> <p>IT  <b>(Comments):</b></p> <p>The provision of a cap on down payments (25% limit) and the 28-day deadline for the balance is not acceptable. There is a risk of imposing financial limits on the market and standardising pricing policies, in violation of free competition and market principles. It is not feasible in relation to the variety of commercial relationships between package organisations and suppliers. As compromise, we believe that downpayments higher than 25% can be subject to due justifications.</p> <p>LT  <b>(Comments):</b></p> <p>Lithuania suggests to establish objective criteria in the new Article 5a, when travel organizers could demand payment of more than 25% amount advance. It is important to ensure that the new rights the execution of the requirement of the act would be equally understandable to all interested parties.</p>

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	<p>Lithuania supports the strengthening of consumer protection, but take into account that in Lithuania by applying the existing control mechanisms of travel organizers insolvency, losses to consumers from ‘packages’ have been avoided so far (equal to zero!), and the current system has been working properly in Lithuania for more than 8 years.</p> <p>LU (Comments):</p> <p>LU comment: Considering that the practical consequences of this article are difficult to evaluate, LU would like to suggest the PR organises a presentation by DE of its system n the Working Party.</p> <p>LV (Drafting Suggestions):</p> <p>Deletion of text</p> <p>LV (Comments):</p> <p>Latvia does not support the inclusion of the Article in the Directive. [1] Latvia has concerns regarding supervision of the requirement - as an organiser (tourism operator), it could be challenging (with high administrative burden) to prove that higher advance fees are necessary in exceptional cases. The assessment of such individual cases will significantly increase both the burden on the industry and the administrative burden when monitoring the sector, also in cases, if this exception would apply to groups of certain predefined services. [2] In addition, Latvia stresses that organisers already have relatively high costs for obtaining insolvency protection, regardless of the base country or monitoring system implemented there. Moreover, service providers are</p>

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	<p>experiencing large seasonality fluctuations, so the need to limit the amount of advance payments, which can significantly reduce the active funds available to the organiser, needs to be carefully assessed. Latvia points out that if an insolvency protection regulation is in place that requires all advance payments to be secured and if the tourism operator complies with this requirement, it is not necessary to introduce additional limits regarding the amount of advance payments.</p> <p>[3] In addition, the split of the payment into two parts, will limit the possibility for travellers to settle with downpayments (4 or 5 times), affecting the most vulnerable consumers. Such a restriction will increase the prices of packages, weaken the liquidity of organisers and not lead to a reduction in insolvency protection costs in general, but on the contrary will further encourage consumers to opt for cheaper and unsecure travel alternatives.</p> <p>[4] Latvia believes that such restriction of 25% of downpayments will negatively affect the EU single market, not to mention the rights of entrepreneurs, because no restrictions will be put on 3<sup>rd</sup> countries, therefore organisers from 3<sup>rd</sup> countries will have more favourable contracts with service providers and cheaper prices for packages. The proposal also lacks arguments in favour for the restriction (even if it is said to be the average % used in EU, it does not fully validate the restriction). Latvia does not support the suggestion of possible package division into groups (by allocating which groups can be exempt from this restriction). Especially larger organisers will mostly qualify into all groups since the packages they sell vary a lot. And eventually the restriction of 25% does not solve the initial problem – efficient insolvency protection.</p> <p>NL</p>

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	<p><b>(Drafting Suggestions):</b></p> <p><del>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.</del></p> <p>The Netherlands reiterates its opposition to article 5a. If deletion is not possible, we suggest the following:</p> <p><i>Member States shall ensure that, except for packages as defined in Article 3, point (2)(b)(iv), and packages booked less than <del>28 days</del> <b>6 weeks</b> 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</i></p>

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	<p><i>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.</i></p> <p>NL  <b>(Comments):</b></p> <p>We have concerns on the proposal to regulate downpayments. We are of the opinion that the conditions regarding downpayments should continue to be determined by the market. The downpayments is a competitive parameter with which travel providers can distinguish themselves towards consumers. The downpayment limit might have negative outcomes for SME's. The level playing field will be affected since the downpayment limit does not apply to airlines or other travel services. In addition, it is not proportional to burden the travel service providers with the extra administrative expenses (they have to take out a working capital loan to pay their partners) and the corresponding enforcement tasks for the regulator by introducing this article. Therefore the Netherlands proposes to delete article 5a.</p> <p>In case the deletion of this article does not gather sufficient support, we propose to extend the time limit to 6 weeks (or 42 days).</p> <p>. Final payment requested at 28 days before departure increases the risk of late customer cancellations, leading to higher costs and an administrative burden both for consumers and providers. Also, it should be made clear who is expected to decide whether an exemption is justified or not.</p> <p>In The Netherlands, the full payment in advance is customary 6-8 weeks before departur</p>

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	<p>PL (Comments):</p> <p>In Poland's view, the solutions proposed by the European Commission regarding the down payment to be made by consumers (which should be no more than 25% of the price of the tourist event) may negatively affect the market for first-minute tourist events, as well as the possibility of paying in instalments more than 28 days before the start of the tourist event. Therefore, in this regard, the RP proposes an in-depth analysis at the drafting stage.</p> <p>PT (Comments):</p> <p>PT considers that the proposed wording raises doubts regarding the 25% limit and the cases in which a higher downpayment may be requested; and also about the possibility of payments by installment being made for the remaining 75% of the package before the 28 days, by agreement between the consumer and the travel agency.</p> <p>Is it possible to pay in installments, each of which is worth less than 25% of the total package price or is it not at all possible to make payments before 28 days prior to the trip that exceed 25% of the total price of the package?</p>

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	<p>PT would like to question COM about whether these provisions prevent instalment payments, by agreement between the consumer and the organiser.</p> <p>We consider it very important to clarify this issue, considering the ban on paying for travel in installments to be penalizing for consumers.</p> <p>SE (Comments):</p> <p>SE supports the aim to strengthen travelers’ right to reimbursement. However, we doubt that the proposal will achieve this aim. As many packages include a flight component, and airlines generally require prepayment, many travellers will pay more than 25% at the time of the booking. We also see difficulties in the application of the rules and not least, that the proposal will put unnecessary strain on organisers.</p> <p>SI (Comments):</p> <p>We are aware that certain organisers and agents, which are SMEs, are often unable to organize tourist packages without an advance downpayment from consumers, as they do not have sufficient funds to be able to reserve the sums for all the necessary costs in advance. On the other hand, the exception is very broadly defined and open to abuse against the consumer. The limitation to the advance payment of 25% of the price should also apply to the relationship between providers of tourist services and organizers or agents of tourist packages, otherwise it will be difficult to avoid paying higher downpayments.</p> <p>The Republic of Slovenia additionally points out that the draft directive does not define sufficiently the criteria how or in what way will the</p>

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	<p>organizers or travel agents determine that is necessary to demand higher downpayments to ensure the organisation and the performance of the package. If such a exemptions in favor of the organizers shall exist it needs to be transparent and information of the fulfilment of the criterira for the request for a higher downpayment must be disclosed to the consumer in due time (for example before the conclusion of the package travel contract).</p> <p>The information justifying the request for a higher downpayments must be made available to supervision authorities for inspection.</p> <p>SK (Comments):</p> <p>We think a balance needs to be found between the interests of consumers (insolvency protection) and the travel organisers (demand for liquidity).</p> <p>In our view, the proposed regulation on downpayments could increase the price of travel packages for consumers and also increase the risk of insolvency of organisers if they have to refinance higher amounts than they are able to secure on the market.</p> <p>The setting of a downpayment limit of no more than 25% may negatively distort the existing market environment in the EU internal market by favouring more well capitalised companies that have a stronger negotiating position in the market in which they operate due to their size, as well as those which have sufficient cash flow, for example from other parts of their business.</p> <p>We see the setting of a maximum downpayment limit as a negative intervention of the internal market, which deprives tour organisers of a marketing tool that motivates clients to pay a higher downpayment in the event of a higher discount. We consider that this favours market subjects</p>

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	<p>that do not have such restrictions and are similar in the nature of the service provided (e.g. in the case of hotels, a discounted accommodation price in the case of a non-refundable payment of 100% at the time of booking).</p> <p>Slovakia is not supporting such a regulation of the internal market in the field of downpayment, despite the fact that it is an attempt to protect the consumer, but with a negative impact on the consumer due to the increase in the costs of travel services.</p>
(6) Article 7 is amended as follows:	<p>DK (Comments): Denmark has no immediate comments on this proposal regarding revised information obligations.</p> <p>SE (Comments): SE can preliminary support this proposal.</p>
(a) in paragraph 2, point (b) is replaced by the following:	<p>FI (Comments): We support this amendment.</p>

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‘(b) information:	
<p>(i) that the organiser is responsible for the proper performance of all travel services included in the contract in accordance with Article 13, for any refunds due to the termination of or changes to a contract, and for providing assistance if the traveller is in difficulty in accordance with Article 16;</p>	<p>IT  <b>(Drafting Suggestions):</b>                      that the organiser is responsible for the proper performance of all travel services included in the contract in accordance with Article 13, for any refunds due to the termination of or changes to a contract, and for providing assistance if the traveller is in difficulty in accordance with Article 16; <b>within the limits of the sums collected by the same"</b></p> <p>IT  <b>(Comments):</b>                      It is appropriate to specify that the organiser, in the event of reimbursement due to the termination or modifications of the contract, is liable towards the travelers within the limits of the sums collected by him, as no request relating to any amounts paid by the organizer can legitimately be made against him. travelers to the seller and not paid by the latter to the organizer, or retained by the seller as compensation for the intermediation activity carried out.</p> <p>LV  <b>(Comments):</b>                      Latvia supports this proposal.</p>

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(ii) where applicable, that the traveller may also contact the organiser via the retailer.’	LV (Comments): Latvia supports this proposal.
(b) the following paragraph 2a is inserted:	
‘2a. The relevant information form set out in Annex I shall be attached to the contract. The contract shall contain a clear reference to that information form.’.	LV (Comments): Latvia is neutral to this proposal.
(7) Article 12 is amended as follows:	
	IT (Comments): It would be desirable to have a more precise specification of the conditions for exercising the right of withdrawal from the tourist package contract which can be exercised by the traveler without applying a

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	<p>penalty, in particular by explicitly establishing that the same is permitted only in the presence of objective circumstances - such as: "<u>unavoidable and extraordinary circumstances in the place of destination and in its immediate vicinity</u>" - and not also for subjective circumstances, even if supervening and not attributable, such as - by way of example - illness, one's own or that of close relatives, revocation of holidays and any other event against it affecting the traveller's private sphere. Integrate paragraph 1 with "<u>even if the termination is the result of subjective impediments which have arisen and are not attributable</u>".</p>
(a) paragraph 2 is replaced by the following:	
<p>‘2. Notwithstanding paragraph 1, the traveller shall have the right to terminate the package travel contract before the start of the package without paying any termination fee in the event of unavoidable and extraordinary circumstances occurring at the travel destination or its immediate vicinity, at the place of the traveller’s residence or departure or affecting the journey to the destination, where such circumstances significantly affect the performance of the package. 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. If the package travel contract is terminated in accordance with this paragraph, the traveller shall be entitled to a full refund of any payments made for the package but shall not be entitled to additional compensation.’</p>	<p>AT <b>(Comments):</b> In the previous working parties the Commission stated that the proposed amendments would only incorporate previous case-law and thus only clarify the legal situation already in force. However, the mention of the place of residence appears to extend the scope of application. If the place of residence is not the place of departure, the provision does not clarify why circumstances at the place of residence should also in the event of unavoidable and extraordinary circumstances justify a termination without a termination fee.</p> <p>DK <b>(Comments):</b> At this stage, Denmark supports the purpose of this proposal.</p>

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	<p>Denmark notes, that the current definition of “unavoidable and extraordinary circumstances” is maintained.</p> <p>EE (Drafting Suggestions):</p> <p>‘2. Notwithstanding paragraph 1, the traveller shall have the right to terminate the package travel contract before the start of the package without paying any termination fee in the event of unavoidable and extraordinary circumstances occurring at the travel destination or its immediate vicinity, at the place of the <del>traveller’s residence or</del> departure or affecting the journey to the destination <u>or the return journey</u>, where such circumstances significantly affect the performance of the package. 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. If the package travel contract is terminated in accordance with this paragraph, the traveller shall be entitled to a full refund of any payments made for the package but shall not be entitled to additional compensation.’</p> <p>EE (Comments):</p> <p>We agree that some aspects of the right of termination due to unavoidable and extraordinary circumstances could need some clarification, including some principles established by the Court of Justice. Nevertheless, we find it crucial to find a right balance in the allocation of responsibility between the parties and to guarantee a regulation, which is suitable for different kind of extraordinary situations. In this regard we believe, that <b>the organiser</b></p>

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	<p><b>should be held liable under the Directive if the unavoidable and extraordinary circumstances fall within the sphere that is foreseeable to the organiser, that is which can effect his ability to fulfill his contractual obligations regarding the package. The circumstances occurring in the traveller’s residence, for example which affect his arrival to the starting point of the package travel, such as a local storm, should fall in the sphere of responsibility of the traveller.</b> It has to be kept in mind, that in any case, the traveller has the right to terminate the contract without cause under article 12(1). In addition, the traveller can avoid risks falling within his sphere of responsibility with additional travel insurance. <b>Therefore, we believe that the reference to the traveller’s residence should be deleted in art 12(2).</b></p> <p>We also believe, that in the light of the ECJ judgment 299/22 it should be specified, that circumstances affecting the return trip are covered by article 12(2).</p> <p>EL  <b>(Comments):</b></p> <p><i>The situation at traveller’s residence or departure should not be considered as a possible reason for free cancellation by the traveller. The tour operator should only be liable for what is set out in the package travel contract.</i></p> <p><i>However, if the Commission wishes to introduce such a right, then Article 22(2), referring to the organiser’s right of redress, must be aligned with Article 12(2), meaning that the organiser should be refunded for all services composing the package, even the ones that were performed or could have been performed. Otherwise, there is a strong possibility that a supplier will retain the travellers’ money’s, leading the organiser to</i></p>

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	<p><i>reimburse the traveller from its own funds, further weakening the organiser's liquidity and giving the suppliers an unfair advantage in retaining the traveller's monies.</i></p> <p>FI (Comments):</p> <p>We support clarifying the situations in which travellers have the right to cancel a package travel contract due to unavoidable and extraordinary circumstances without having to pay a termination fee. However, we believe that the right of the traveller to cancel the contract without paying a termination fee due to the circumstances prevailing in the traveller's place of residence or departure should be considered more closely in order to avoid unreasonable financial burden for organisers. An example of this is a situation where the traveller cannot reach the place of departure in good time due to flooding, traffic accident or the actions of the authorities, but the services included in the travel package could have been provided. It should also be specified that travellers' personal extraordinary circumstances, such as their own or a family member's illness, are not unavoidable and extraordinary circumstances referred to in the Directive.</p> <p>We also consider that it would be justified to discuss whether the amount of the termination fee charged to travellers in normal situations should be regulated in more detail than at present. Termination fees charged to travellers have in some cases been considerable.</p> <p>IE (Comments):</p>

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	<p>Further clarity would be welcome on what constitutes “unavoidable and extraordinary circumstances” in this instance. It is noted that the term is already defined in the existing Package Travel Directive text at Article 3(12) but there may still be merit in drafting a non-exhaustive list of circumstances that would unambiguously be covered by the Directive.</p> <p>There may also be a need to clearly define what situations would not constitute “unavoidable and extraordinary circumstances”. For instance, it seems to us that the event of a traveller becoming ill or incapacitated prior to travel could constitute such circumstances taking the definition of “unavoidable and extraordinary” at Art. 3(12) with the provisions of this Article as drafted, since it now encompasses events “occurring at the place of the traveller’s residence or departure or affecting the journey to the destination”. Clearly this cannot be the intent of this provision.</p> <p>The proposal to extend the definition of extraordinary circumstances may drive up the cost of bonds in Ireland and therefore the cost of holidays which will ultimately impact the customer.</p> <p>Consideration should be given to how this definition of extraordinary circumstances interacts with the definition in EU261 and the upcoming multi-modal proposal. There should be a general level of alignment so</p>

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	<p>that refund rights are transmitted down the supply chain and travel organisers are not burdened with the obligations of meeting these provisions with no financial recourse.</p> <p>IT  <b>(Drafting Suggestions):</b></p> <p>"<del>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 travel destination or its immediate vicinity, at the place of the traveller's residence or departure or affecting the journey to the destination, where such circumstances significantly affect the performance of the package. 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. If the package travel contract is terminated in accordance with this paragraph, the traveller shall be entitled to a full refund of any payments made for the package but shall not be entitled to additional compensation.</del> 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 travel destination or its immediate vicinity, or affecting the journey to the destination, where such circumstances significantly affect the performance of the package. If the package travel contract is terminated in accordance with this paragraph, the traveller shall be entitled to a full refund of any payments made for the package but shall not be entitled to additional compensation".</p>

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	<p>“The concept of 'extraordinary and unavoidable circumstances' does not include subjective and personal impediments of the traveller.”.</p> <p>IT  <b>(Comments):</b></p> <p>The wording used is extremely broad and lends itself to distorted interpretations, excessively in favor of the consumer, who in any case would no longer have any interest in purchasing an insurance policy.</p> <p>LT  <b>(Comments):</b></p> <p>It should be noted that the geographical location of EU Member States is very different, and in the context of current global issues, it is very important to clearly define (e.g. in the recital) what is meant by <i>"at the travel destination or its immediate vicinity"</i> so that it is equally understood by all.</p> <p>LV  <b>(Drafting Suggestions):</b></p> <p>Notwithstanding paragraph 1, the traveller shall have the right to terminate the package travel contract before the start of the package without paying any termination fee in the event of unavoidable and extraordinary circumstances occurring at the travel destination or its immediate vicinity, at the place of the <del>traveller's residence or</del> departure or affecting the journey to the destination, where such circumstances significantly affect the performance of the package. The traveller may terminate the contract <del>where it can be reasonably expected that the performance of</del> <b>where there is no possibility to perform</b> the package travel contract <b>and it</b> will be significantly affected by unavoidable and</p>

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	<p>extraordinary circumstances. If the package travel contract is terminated in accordance with this paragraph, the traveller shall be entitled to a full refund of any payments made for the package but shall not be entitled to additional compensation.'</p> <p>LV (Comments):</p> <p>[1] The scope of unavoidable circumstances should not be broadened to traveller's residence, because the organizer cannot be responsible to delivering the traveller to the departure point of the package, unless it is included in the price and contract of the package. If, for example, the traveller choses to purchase a package that starts in a different country, and must travel to that country by themselves, the organizer must not be held responsible if the traveller doesn't arrive on time or wants to terminate package because they cannot depart from their residence.</p> <p>[2] Latvia proposes to clarify that termination of contract is possible not if it is "expected" that the package will not be performed according to the contract, but only, if it is actually not carried out. The term "reasonably expected" is too vague and cannot be a justifiable means for termination of a package. The subjective opinion of the traveller cannot lead to the termination of the contract due to imminent and exceptional circumstances. Latvia points out that only circumstances which could not have been foreseen, prevented by the parties and whose accession completely precludes the fulfilment of the commitments entered into can be regarded as force majeure (force majeure).</p> <p>NL (Drafting Suggestions):</p> <p>Our first suggestion:</p>

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	<p>2. Notwithstanding paragraph 1, the traveller shall have the right to terminate the package travel contract before the start of the package without paying any termination fee in the event of unavoidable and extraordinary circumstances occurring at the travel destination or its immediate vicinity, <del>at the place of the traveller's residence or departure or affecting the journey to the destination, where such circumstances significantly affect the performance of the package.</del> 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. If the package travel contract is terminated in accordance with this paragraph, the traveller shall be entitled to a full refund of any payments made for the package but shall not be entitled to additional compensation.'</p> <p>Our second suggestion is to keep the amendments, but to clarify in the article that personal circumstances do not include unavoidable and extraordinary circumstances.</p> <p>NL (Comments):</p> <p>We understand that the Commission refers to the situation during Covid-19, when a consumer must be quarantined in the country of departure. However it is not clear which other circumstances are meant. For example; a cancelled train on the way to the airport, or a protest that is blocking the road to the airport. Is it reasonable that a travel organization is responsible for this risk? The wording referring to the place of residence or departure can also open the door for allowing consumers to</p>

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	<p>withdraw in case of personal circumstances. Therefore we suggest deletion of this part of the first sentence.</p> <p>PL (Comments):</p> <p>How is the place of departure to be understood? Is it the place of departure from the place of residence to the place of departure of the event? Is the place of departure of the traveller the same as the place of departure of the event?</p> <p>It is necessary to clarify what is meant by this provision. In the case of the term "at the traveller's residence or departure" - "at the place of the traveller's residence or departure or affecting the journey to the destination", There will be practical problems. It is enough that a customer who is resident in a place where hostilities are taking place decides to travel with the tour operator and this entitles him to withdraw from the contract at no cost. Was this the ratio legis of this proposal?</p> <p>PT (Comments):</p> <p>PT would like to question COM about whether it considers extending the Right of redress and refund rights of organisers by service providers under Article 22 (2) to the cases in which extraordinary circumstances lead to the termination of the contract by the traveller (even if the service was provided by the organiser).</p>

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	<p>Further discussion with the insurance sector should be explored to cover the risks that have occurred during Covid 19, however, the Package Travel Directive does not seem the appropriate venue for such a debate.</p> <p>PT would like to highlight the existence of undefined or subjective concepts (“reasonably expected”; “where such circumstances significantly affect”), which could make the interpretation and application of the provision difficult as the recitals do not clarify these concepts.</p> <p>PT has doubts regarding how to assess when “it can be reasonably expected that the performance of the package travel contract will be significantly affected by unavoidable and extraordinary circumstances.”.</p> <p>PT considers important to establish a period for exercising the right of withdrawal when extraordinary circumstances occur. Without prejudice to article 12 establishing that the consumer may terminate the package travel contract before the start of the package, a specific deadline is not established, which could generate conflict, as was seen during the pandemic.</p> <p>SI  <b>(Comments):</b></p> <p>The Republic of Slovenia supports a more detailed regulation of withdrawal from the package travel contract in case of unavoidable and extraordinary circumstances. In particular, it seems important to define more precisely the legal standards: "extraordinary circumstances", “significantly effect the performance of the package” and “reasonably expected” due to which the consumer can legally withdraw from the</p>

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	<p>contract and request a refund of the amount paid. This will reduce legal uncertainties.</p> <p>It is necessary to clarify whether the performance of the package includes objective or subjective circumstances and if it includes circumstances on the side of the travel organiser, agent or service providers or also circumstances on the consumer's side, because during last year's large-scale floods, which engulfed the Republic of Slovenia, the need for consumers, who were affected by a natural disaster, to withdraw from the package travel contract due to extraordinary circumstances arose. Even the word "significant" is a vague legal standard that does not contribute to a clearer definition of the circumstances. Although the directive precludes the payment of a termination fee it should also preclude and claim for any compensation against the consumer.</p>
(b) the following paragraph 3a is inserted:	<p>DK  <b>(Comments):</b>  Denmark supports this proposal.</p>

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<p>‘3a. Official warnings against travel to a particular destination issued by the authorities of the Member State of departure or traveller’s residence or the country of destination, or the fact that travellers will be subject to serious restrictions at the travel destination or in the Member State of residence or departure after returning from the trip or holiday, shall be important elements to be taken into account in the assessment of whether a termination of the contract based on paragraph 2 and paragraph 3, point (b), is justified.’.</p>	<p>AT (Comments):</p> <p>The consideration of travel warnings is already in line with the current case-law. However, there is no uniform EU-wide system for travel warnings, which is why a case-by-case examination will always be necessary. The mentioning of travel warnings in the provisional part of the Directive gives the impression that travel warnings should be given a higher importance than they have been so far. Since the provision only states that travel warnings shall be important elements to be taken into account' it would be sufficient to mention travel warnings only in the recitals.</p> <p>EE (Comments):</p> <p>We believe that the fact, that travellers would 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, are factual conditions in determining whether the performance of the package is affected. Therefore, we believe that this aspects should be prerequisites in determining whether a termination right exist under art 12(2), not as <i>important elements to be taken account</i>.</p> <p>We would suggest that the aspects mentioned in paragraph 3a could be <b>moved to recitals as specifications and examples of unavoidable and extraordinary circumstances significantly affecting the performance of the package.</b></p>

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	<p>In addition, the specification, that <b>situations where the package cannot be performed without exposing the travellers to risks to their health and safety, could be regarded as unavoidable and extraordinary circumstances significantly affecting the performance of the package, could be added in the recitals</b> (ECJ 299/22 p 46). In regards to taking into account personal factors relating to the individual situation of travellers as referred by the ECJ, we believe further discussion and analyses in the Working Party would be useful.</p> <p>FI (Comments):</p> <p>We support this amendment.</p> <p>HU (Drafting Suggestions):</p> <p>Official warnings against travel to a particular destination issued <b>after the conclusion of the package travel contract</b> by the authorities of the Member State of departure or traveller’s residence or the country of destination, or the fact that travellers will be subject to serious restrictions at the travel destination or in the Member State of residence or departure after returning from the trip or holiday, shall be important elements to be taken into account in the assessment of whether a termination of the contract based on paragraph 2 and paragraph 3, point (b), is justified.’.</p> <p>HU (Comments):</p>

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	<p>We recommend the <b>inclusion of the time factor</b> to specify that the regulations apply to official warnings published after the conclusion of the travel contract.</p> <p>IE (Comments):</p> <p>We believe that the potential for disputes and litigation in relation to the application of this provision is significant. Many of the problems with COVID was around whether various government restrictions on movement constituted a valid reason for refund. Greater precision in respect of the drafting is needed to remove any ambiguities. We can be more precise. We want to reduce the number of case-by-case disputes that end up with the national enforcement bodies or the courts. So while the proposal cannot cover all circumstances, if we can be precise about the most common ones then that would reduce the areas for dispute.</p> <p>SION need to consider in greater depth all the potential scenarios that could arise. For instance:</p> <ul style="list-style-type: none"> <li>• What about packages booked after an official warning is issued?</li> </ul>

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	<ul style="list-style-type: none"> <li>• Do all members of a travelling party have the right to cancel if only one member is affected by a warning (if, say, a warning only applies to citizens of a particular country)?</li> <li>• What happens when there are differences in the warnings issued by the country of departure compared with the country of residence or country of arrival?</li> <li>• What constitutes an “official warning”? Is it only a travel advisory issued by a country’s foreign ministry? Or could it come from another official source – e.g.: a meteorological service, a local municipality, the police, public health authorities etc.?</li> <li>• Who makes the assessment as to whether cancellation on the basis of an official warning is justified? Is this the travel agent? The tour operator? The service providers? The National Enforcement Body? The courts?</li> </ul> <p>IT  <b>(Drafting Suggestions):</b>                      “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</p>

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	<p>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.’. <b>Member States must indicate which authorities are competent to adopt official notices and the resulting restrictive effects.”</b>”</p> <p>IT  <b>(Comments):</b></p> <p>It is considered appropriate that travelers are given the possibility of canceling a tourist package not only in the presence of a reasonable situation that could compromise the regular conduct of the holiday itself, but also in the presence of official communications from the authorities of the Member States or the tourist destinations.  It should be kept in mind that today official notices for the same destination vary depending on the country of origin; warnings for a particular destination or area are not exactly the same across EU members.</p> <p>LV  <b>(Drafting Suggestions):</b></p> <p>Deletion of text.</p> <p>LV  <b>(Comments):</b></p> <p>Latvia does not support this proposal.  Especially the part for warnings issued by national authorities - it is very questionable, whether such warnings should be taken into account when assessing if termination of a contract is justified. Member States may</p>

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	<p>have different practices in issuing warnings, and they may be made in the form of a recommendation rather than a prohibition. Therefore, Latvia proposes to delete this text or move it to recitals.</p> <p>PT (Comments):</p> <p>PT welcomes the clarification that official travel warnings are important elements in assessing whether unavoidable and extraordinary circumstances have arisen and significantly affect the performance of a package.</p> <p>SE (Comments):</p> <p>Travel warnings are a matter of national competence. We are concerned that this proposal might indirectly circumscribe the competence of member states. A rule stating that a certain circumstance should be taken into account in an assessment is also something that better fits in a recital than in an article. It should also be clarified in the recital that the issuing of warnings is a national concern.</p> <p>SI (Comments):</p> <p>It is necessary to clarify how to prevent unequal treatment resulting from a non-uniform assessment of the situation in a region, place or country. In practice, the assessments differ, which puts both organizers and passengers in an unequal position. Also, official warnings in Member States vary greatly in practice, so the diction that hints at an "important element of assessment" is vague. In addition, the official bodies of the</p>

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	<p>country either bear or do not bear material responsibility for the issued warning, which is also not negligible. Does an important element have more value than other relevant elements included in the assessment by law or does important mean that these elements should be taken into account if they exist, without any predefined value.</p> <p>SK  <b>(Comments):</b></p> <p>It is not clear from the provision in question which authority should be the competent authority for issuing an official travel warning in a Member State. We consider it necessary to define the authorities concerned explicitly or to leave it to the Member States to decide on the competent authority for issuing an official travel warning. One option is to designate a central EU contact point for issuing official travel warnings for all Member States.</p> <p>Practical example: The Ministry of Foreign and European Affairs of the Slovak republic issues recommendations that are not binding on the organiser or the traveller. Such recommendations issued by a Member State authority may differ significantly from the travel warnings issued by the countries of destination. During the summer season, fires occurred in Rhodes (Greece). The Greek authorities did not issue a travel ban to the destination in an attempt to avoid the economic damage associated with the reduction in tourist numbers, while the Ministry of Foreign and European Affairs of the Slovak republic issued the highest level of recommendation not to travel to the destination during the same period. The interests of individual Member States may therefore differ and it is necessary to define which warning is binding on the organiser.</p>

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	<p>The relevance of an official travel warning in assessing the termination of a contract should only be relevant if the contract is concluded before such a warning is issued. Facts known prior to the conclusion of the contract should not be a reason to allow termination of the contract without payment of a termination fee. An unjustified termination of the contract by the traveller should be deemed to be due to the fact that a situation which was apparent at the time of the conclusion of the contract continues to exist in the country of destination.</p> <p>Practical example: Malaria is widespread in a travel destination and the situation is the same before and after the conclusion of the contract. However, after the contract has been concluded, the traveller decides not to travel to the destination due to an official malaria warning and intends to terminate the contract for this reason.</p>
(c) paragraph 4 is replaced by the following:	<p>DK  <b>(Comments):</b>  Denmark supports this proposal.</p>
<p>‘4. The organiser shall provide any refunds required under paragraphs 2 and 3 or, with respect to paragraph 1, reimburse any payments made by or on behalf of the traveller for the package minus the appropriate and justifiable termination fee. The organiser shall make such refunds or reimbursements to the traveller without undue delay and, in any event,</p>	<p>EE  <b>(Comments):</b>  We believe that the specification “regardless of whether the traveller specifically asks for a refund” is not necessary in the operative text,</p>

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<p>not later than 14 days after the package travel contract is terminated, regardless of whether the traveller specifically asks for a refund.’</p>	<p>recital 20 is sufficient. This would follow the wording used in other consumer legislation acts.</p> <p>FI (Comments): We support this amendment.</p> <p>IE (Comments): The 14-day period for travel organisers to make refunds to travellers may be too restrictive especially during crisis situations.  Consideration should be given to aligning timeframes across the respective transport modes through the Omnibus and Multimodal passenger rights proposals and the review of EU261. A harmonised approach would be in the interest of the consumer and will allow for refunds to be transmitted across the supply chain more easily.</p> <p>IT (Drafting Suggestions):</p>

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	<p><del>"The organiser shall provide any refunds required under paragraphs 2 and 3 or, with respect to paragraph 1, reimburse any payments made by or on behalf of the traveller for the package minus the appropriate and justifiable termination fee. The organiser shall make such refunds or reimbursements to the traveller without undue delay and, in any event, not later than 14 days after the package travel contract is terminated, regardless of whether the traveller specifically asks for a refund."</del> <b>The organiser shall provide any refunds required under paragraphs 2 and 3 or, with respect to paragraph 1, reimburse any payments made by or on behalf of the traveller for the package minus the appropriate and justifiable termination fee. The organiser shall make such refunds or reimbursements to the traveller without undue delay and, except in the event of large-scale crisis affecting the capacity or package organisers to recover consumers' payments from service suppliers, not later than 14 days after the package travel contract is terminated, regardless of whether the traveller specifically asks for a refund, and the provisions of Article 22(2) apply."</b></p> <p>IT <b>(Comments):</b></p> <p>If the sale of a package tour created by an organiser was intermediated by a travel agency, agency fees cannot be refunded. The same applies to premiums for the purchase of travel insurance. In order to make a refund, the traveller must indicate his or her international bank account number or credit card number. It is considered that it is not possible to omit this requirement.</p> <p>LV <b>(Drafting Suggestions):</b></p>

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	<p>4. The organiser shall provide any refunds required under paragraphs 2 and 3 or, with respect to paragraph 1, reimburse any payments made by or on behalf of the traveller for the package minus the appropriate and justifiable termination fee. The organiser shall make such refunds or reimbursements to the traveller without undue delay and, in any event, not later than 14 days after the package travel contract is terminated, <b><u>regardless of whether the traveller specifically asks for a refund.</u></b> <b><u>and the organiser has received the necessary reimbursement documentation from the traveller.</u></b></p> <p>LV (Comments):</p> <p>Latvia is cautious about reimbursement to the traveller if no refund is requested (Article 12(4)). After assessing the experience gained so far in the field of monitoring Directive 2015/2302, Latvia concludes that, especially in cases where the package is sold through a trader (tour agent) or settled in cash, automatic reimbursement within 14 days can be challenging. This could lead to a situation where the organiser must already request the traveller's billing data by entering a contract, accumulate them, which in turn would increase the administrative burden for both the organiser and trader - by processing data, the use of which, could occur only rarely. It should also be noted that personal data may change, which may make it considerably more difficult to meet the above requirements. The confidentiality of contracts and the protection of personal data should also be taken into considered. In addition, any transfer of money by the organiser (or trader) requires a written application - a document based on which the transfer is made. Therefore, Latvia encourages to review the proposal and evaluate the possibility to determine that the money should be returned to the</p>

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	<p>consumer within 14 days after receipt of all necessary reimbursement documentation from the traveller. In addition, the process of reimbursement through traders should be assessed further, because there are frequent situations when the traveller makes payment immediately to the trader and the organiser does not have access to the traveller's payment data at all.</p> <p>PL (Comments):</p> <p>Poland suggests that, as part of the work on the final wording of the legislation, consideration should be given to the possibility of opening a discussion on the 14-day time limit set out in the Directive for the refund of payments in the event of withdrawal due to extraordinary and unavoidable circumstances, as well as to supplementing the provisions of the PTD with provisions covering the time limit for the trader to reply to a claim. Recent experience, notably with COVID 19, has shown that 14 days may not be sufficient time to settle all claims and that the lack of time limits related to responding to travellers' complaints raises serious practical problems.</p> <p>PT (Comments):</p> <p>PT also welcomes the clarification under para. 4 that the organiser is obliged to refund the traveller in the event of a termination of the contract under Articles 12(2) or 12(3), <b><u>regardless of whether the traveller specifically asks for a refund.</u></b></p> <p>SI</p>

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	<p><b>(Comments):</b></p> <p>The rules of resignation and reimbursement of funds should also apply in the relationship between the travel organizer, the agency and the providers of individual tourist services.</p>
<p>Where Member States introduce or maintain mechanisms aiming to ensure that refunds to travellers are made within the time period laid down in the first subparagraph, following the termination of package travel contracts in accordance with paragraphs 2 and 3, they shall inform the Commission and the central contact points of the other Member States, referred to in Article 18(2) about those mechanisms. Any co-financing of such mechanisms by Member States is possible only in exceptional and duly justified circumstances and shall be conditional on approval under the Union State aid provisions.’</p>	<p>DK</p> <p><b>(Comments):</b></p> <p>Denmark supports that Member States can introduce or maintain schemes that ensure that refunds to travellers are made within the time limit of 14 days, when the package e.g. is terminated in the event of unavoidable and extraordinary circumstances, and the organisers cannot fulfill their refund obligation.</p> <p>Denmark also supports, that co-financing of such mechanisms by Member States is possible only in exceptional and duly justified circumstances and shall be conditional on approval under the Union State aid provisions.</p> <p>LV</p> <p><b>(Drafting Suggestions):</b></p> <p>Where Member States introduce or maintain mechanisms aiming to ensure that refunds to travellers are made within the time period laid down in the first subparagraph, following the termination of package travel contracts in accordance with paragraphs 2 and 3, they shall inform the Commission and the central contact points of the other Member States, referred to in Article 18(2) about those mechanisms. Any co-financing of such mechanisms by Member States is possible <b>only in</b></p>

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	<p><del>exceptional and</del> <u>in</u> duly justified circumstances and shall be conditional on approval under the Union State aid provisions.’</p> <p>LV (Comments): Clarification of text, according to COM’s explanation and purpose of this amendment.</p> <p>SI (Comments): Please give us examples of this mechanisms.</p>
(8) the following Article 12a is inserted:	
‘Article 12a	<p>DK (Comments): Denmark supports this proposal.</p>
Vouchers	<p>IE (Comments):</p>

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	<p>Greater clarity on the intent behind this provision would be appreciated.</p> <p>The rationale for the use of vouchers in the event of an emergency such as Covid is understood and accepted but the proposal under this Article is for vouchers to be generally available to cover any type of cancellation of a contract. What is the rationale for this? While we can see the potential benefits to organisers, what this achieves in respect of consumer protection is not so clear. What outcome is the CION trying to achieve with this measure?</p> <p>SE (Comments): SE can preliminary support this proposal.</p>
<p>1. Member States shall ensure that, where a contract is terminated pursuant to Articles 10, 11 or 12, the organiser may give the traveller the choice to accept a voucher which can be used for a future package instead of a refund.</p>	<p>AT (Comments): The provisions on vouchers and their objective are welcomed. Consumer protection stakeholders note that currently vouchers, which can only be used for certain travel services or contain a certain minimum amount for redemption, are often issued and would like redemption opportunities for all travel services without limits, while representatives of the travel industry opt for maintaining the current wording, according to which</p>

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	<p>vouchers can only be redeemed for packages. The travel industry fears that other travel services also be insolvency protected.</p> <p>FI <b>(Comments):</b></p> <p>We support the inclusion of provisions on vouchers in the Directive. Vouchers should also be covered by insolvency protection and the passenger should expressly agree to receive them. The provisions on vouchers should be clear so that both parties can understand their rights and obligations.</p> <p>The definition of a voucher should be added to Article 3.</p> <p>HU <b>(Drafting Suggestions):</b></p> <p>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. <b>The voucher can be used for the full range of packages offered for sale or organised by the organiser, without any restrictions.</b></p> <p>HU <b>(Comments):</b></p> <p>It should be specified that the voucher can be redeemed without restrictions during its validity period for any travel contract or package offered or organised by the travel organiser. Should there be any limitations, the voucher loses its meaning, and there is a risk of consumer deception.</p> <p>IE</p>

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	<p><b>(Comments):</b></p> <p>Does the Directive as currently in force prevent organisers from offering vouchers in lieu of a cash refund, or is this provision only for clarification?</p> <p>IT</p> <p><b>(Drafting Suggestions):</b></p> <p>" 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. <b>No acceptance is required where it is impossible or extremely difficult for the organiser to receive reimbursement from suppliers of the sums paid for the purchase of the services that make up the tourist package. It is understood that the voucher, if not used within its period of validity, which shall not exceed 12 months, shall be reimbursed upon its expiry without the need for an express request by the traveller"</b>.</p> <p>IT</p> <p><b>(Comments):</b></p> <p>The acceptance of vouchers by the traveller, when issued due to unavoidable and extraordinary circumstances endangering the use of the package itself, should be mandatory, as small travel operators do not possess large amounts of money to reimburse too many travellers at once. The provision of the mere possibility for the traveller to accept a voucher in lieu of reimbursement appears ineffective, since in the absence of</p>

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Commission proposal (doc. 16388/23)	Drafting Suggestions and Comments
	<p>indications as to when the voucher could or should be obligatory, it is clear that it will not help companies.</p> <p>LU (Comments):</p> <p>LU comment: we welcome the new framework for vouchers but are still evaluating how this article could resolve the problem following potential massive requests for reimbursement during crises especially for SMEs.</p> <p>LV (Comments):</p> <p>Latvia supports this proposal.</p> <p>SI (Comments):</p> <p>The Republic of Slovenia agrees with the possibility of offering consumers a voucher in the event of mass withdrawals from contracts, if they agree to this, while the the right for consumers to refund within 14 days must remain the priority. Consumers who decide to accept vouchers must be protected in order to get a refund even if, for example, the organiser ceases to operate after issuing the voucher, which is regulated in the proposal for the new Article 17 of the Package Travel Directive.</p> <p>SK (Comments):</p> <p>Slovakia supports the regulation of vouchers as an alternative solution to refunds provided they are voluntary and the traveller agrees in writing.</p>

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	Vouchers are an appropriate and flexible measure that reasonably takes into account the needs of all parties.
<p>2. Before the traveller accepts the voucher, the organiser shall inform the traveller clearly and prominently in writing about:</p>	<p>AT (Comments): Comprehensive information obligations are seen positively despite strong doubts from the travel industry. However, it should be clarified that the information should be provided at the same time as the voucher or immediately before issuing it. In order to allow the availability of the information during the period of validity of the voucher, the (additional) provision of information directly on the voucher itself would be an additional security for travellers.</p> <p>FI (Comments): Information provided to travellers on another durable medium than in writing should also be included in this provision.</p> <p>HU (Comments): Based on consumer protection considerations, we suggest to add the following in the section about information about vouchers:</p> <ol style="list-style-type: none"> <li>1. The essential elements of the voucher should be listed in the directive, according to the full scope of requirements and conditions defined in Article 12a, and the conditions and details of use should not only be described in a separate information form/contract but also on the voucher itself.</li> </ol>

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	<p>2. Explicit stipulation that the travel organiser bears the burden of proving compliance with the information obligations contained in Article 12a regarding the voucher.</p> <p>LV (Comments): Latvia supports this proposal.</p>
(a) the fact that the traveller is entitled to a refund within 14 days and is not obliged to accept a voucher,	<p>LV (Comments): Latvia supports this proposal.</p>
(b) the validity period of the voucher and the rights of travellers in relation to vouchers as laid down in this Article,	<p>AT (Drafting Suggestions): (b) the validity period of the voucher and the rights of travellers in relation to vouchers as laid down in this Article, <b>including that travellers are entitled to an automatic refund where a voucher is not redeemed during its validity period.</b></p> <p>AT (Comments):</p>

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	<p>In order to make vouchers even more attractive for travellers, it should be made clear that the obligation to inform about the rights as laid down in this Article include the automatic refund right.</p> <p>LV (Comments): Latvia supports this proposal.</p>
<p>3. The value of the voucher offered shall correspond at least to the amount of the traveller’s refund right. The organiser may offer a voucher on a higher amount.</p>	<p>HU (Drafting Suggestions): 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. <b>If the offered voucher has a higher amount than the amount of the refund, the organiser may apply restrictions regarding its scope of use.</b></p> <p>HU (Comments): Reasonable redemption restrictions could be accepted if the voucher amount is significantly higher than the amount of the refund.</p> <p>IE (Comments):</p>

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	<p>Is the intent behind this provision to actively encourage consumers to accept vouchers instead of cash refunds? This provision would seem to give leeway for organisers to incentivise consumers to accept vouchers. If so, what is the rationale for this? What benefit does this give to consumers?</p> <p>When a voucher is partially redeemed, is it possible to get a cash refund of the balance where the new package is worth less than the original price? Or will a new voucher to the value of the balance be issued? What would be expiry date of new voucher? Greater clarity is needed on these points.</p> <p>We would have concerns that allowing for organisers to offer vouchers of a higher value may encourage reckless trading – e.g. an organiser that was facing financial difficulties may offer excessive incentives for customers to take vouchers to protect their cashflow. Such potential for moral hazard should be avoided.</p> <p>It should also be pointed out that if an organiser provides a voucher for a cancelled holiday but then re-sells the holiday to another traveller, the</p>

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	<p>potential liability to any insolvency scheme effectively doubles, even though only one holiday has been sold.</p> <p>LV (Comments): Latvia supports this proposal.</p> <p>SK (Comments): Organisers can make vouchers more attractive by increasing the value of the voucher compared to the traveller's right to a refund, in that case the legislative text of the proposal for a Directive needs to be amended to make it clear that if the voucher is not used, the organiser is only obliged to refund the amount of the payments received from the traveller and not the higher payment or the higher value of the voucher offered by the organiser.</p>
<p>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.</p>	<p>AT (Drafting Suggestions): 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 <b>after being informed of their rights</b>. The parties may at any time agree on a full refund before a voucher is redeemed or expires.</p> <p>AT (Comments):</p>

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	<p>The provision is welcomed despite strong doubts from the travel industry. It should be further emphasised that the traveller loses his right of reimbursement only if he accepts it explicitly and in writing after being informed about his rights under paragraph 2, in order to prevent tour operators from issuing vouchers without informing travellers of their rights. A voucher without proven information should therefore not eliminate the right to reimbursement.</p> <p>In the event of an insolvency an additional possibility would be necessary, which allows the insolvency administrator unilaterally to withdraw vouchers and reimburse travellers early (without an agreement of the parties and before the validity period of 12 months has expired) in order to be able to end the insolvency and not have to wait for outstanding vouchers to expire.</p> <p>FI  <b>(Comments):</b></p> <p>It should be possible that the traveller’s approval can be given on any durable medium, not only in writing which we understand to mean on paper.</p> <p>HU  <b>(Drafting Suggestions):</b></p> <p><b>If the travellers explicitly and in writing accept the voucher instead of a refund, they shall lose their right to a refund during the validity period of the voucher, unless the parties agree at any time on a full refund before the voucher is redeemed or expires.</b></p> <p>HU</p>

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	<p><b>(Comments):</b></p> <p>The suggested text would be clearer.</p> <p>LU</p> <p><b>(Drafting Suggestions):</b></p> <p>LU proposal: <u>At the traveller’s request, the organiser shall reimburse at any time before a voucher expires</u> <del>Travellers lose their right to a refund during the validity period of the voucher only</del> if <u>he/she they accept</u> <del>accepted</del> the voucher instead of a refund explicitly and in writing. <del>The parties may at any time agree on a full refund before a voucher is redeemed or expires.</del></p> <p>LU</p> <p><b>(Comments):</b></p> <p>LU comment: This proposal aims at promoting the attractivity of vouchers.</p> <p>LV</p> <p><b>(Comments):</b></p> <p>Latvia supports this proposal.</p>
<p>5. Vouchers shall have a validity period of a maximum of 12 months from the day a traveller accepts a voucher in accordance with paragraph</p>	<p>AT</p> <p><b>(Drafting Suggestions):</b></p>

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<p>4. That period may be extended once for up to 12 months with the explicit and written agreement of both parties.</p>	<p>5. Vouchers shall have a validity period of a maximum of 12 months from the day a traveller accepts a voucher in accordance with paragraph 4. That period may be extended once for up to 12 months with the explicit and written agreement of both parties <b>after the traveller has received the information referred to in paragraph 2.</b></p> <p>AT (Comments): An consensual renewal option for vouchers is welcomed. In order for travellers to make an informed decision, it should be clarified that they have to receive the information referred to in paragraph 2 before their written consent.</p> <p>FI (Comments): It should be possible that the agreement could be concluded on any durable medium, not only in writing.</p> <p>LU (Drafting Suggestions): LU proposal : 5. Vouchers shall have a validity period of a maximum of <b>12 18</b> months from the day a traveller accepts a voucher in accordance with paragraph 4. <del>That period may be extended once for up to 12 months with the explicit and written agreement of both parties.</del></p> <p>LU (Comments):</p>

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	<p>LU comment: this proposal aims at promoting the attractiveness of vouchers. The last sentence is superfluous as this is possible anyway, at any time (contractual freedom).</p> <p>LV (Comments): Latvia supports this proposal.</p>
<p>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.</p>	<p>AT (Comments): An automatic refund of vouchers is positive from a consumer point of view, but the travel industry fears a high administrative burden to monitor this deadline.</p> <p>The insolvency protection only covers the traveller’s payments. The automatic refund of vouchers should also be limited to the original travel value. A higher refund would result in organisers or retailers not voluntarily issuing higher vouchers to make them more attractive, which in turn would result in travellers not having an additional incentive to accept them.</p> <p>FI (Comments): This provision should be clarified so that, if the voucher is not used, only the original price of the package is refunded to the traveller, even if the amount specified in the voucher had been higher.</p>

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	<p>IT (Drafting Suggestions):</p> <p>" <del>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.</del> <b>If the voucher is not redeemed within its validity period, the organiser shall refund the amount equal to the amount originally due 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.</b>"</p> <p>IT (Comments):</p> <p>Travellers are unlikely to opt for a refund of the voucher unless the organiser offers a voucher of a higher amount (paragraph 3). In this case, the rule should specify that a traveller who accepts the higher-value voucher and does not use it, and requests a refund at the end of the 12 months, will be entitled to an amount equal to the amount originally owed, and not to the amount specified therein. Otherwise, travellers will be tempted to apply for and accept only higher-value vouchers and then wait for the expiry date and profit from them.</p> <p>LV (Comments):</p> <p>Latvia supports this proposal.</p>

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<p>8. Vouchers shall be transferable to another traveller without any additional cost.</p>	<p>LV (Comments): Latvia supports this proposal.</p> <p>NL (Drafting Suggestions): <del>Vouchers shall</del><u>The organisor may offer the possibility that the -voucher can</u> be transferable to another traveller without any additional cost.</p> <p>NL (Comments): Transferable vouchers can be susceptible to fraud in case of insolvency of a travel organization . In this situation a guarantee fund will have difficulty to find out who the legal owner is of a voucher.</p> <p>SK (Comments): The possibility to transfer vouchers to another traveller increases their attractiveness for the consumer, but at the same time, we consider it necessary to regulate more precisely and clearly paragraph 8 concerning the transfer of a voucher to another traveller.</p>
<p>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.</p>	<p>AT (Drafting Suggestions):</p>

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	<p>9. Vouchers shall be covered by insolvency protection to be arranged by the organiser under Article 17 for the amount of the <b>traveller’s refund right</b>.</p> <p>AT (Comments): It cannot be ruled out that travellers will consume or will have consumed parts of a package in the event of the organiser’s insolvency. We therefore propose to limit the security of vouchers – in accordance with Article 12a (3) - to a maximum of the amount of the traveller’s refund right. Article 12a (9) should be amended accordingly.</p> <p>IE (Comments): We are of the view that the insolvency protection of vouchers in extraordinary circumstances should be dealt with separately to the general provisions around vouchers which are issued when a package is cancelled for other reasons under Articles 10, 11 and 12. The proposals here will drive up the cost of bonds and therefore the cost of holidays which will ultimately impact the customer. The proposals appear to be moving away from protecting the customer in the event of the collapse of a travel company to covering wider circumstances which should be dealt with separately.</p>

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	<p>As set out above, offering vouchers creates a potential moral hazard and may result in reckless trading.</p> <p>IT  <b>(Drafting Suggestions):</b>                      Deleted: 9. <del>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.</del></p> <p>IT  <b>(Comments):</b>                      We are against this rule, as it would imply having sureties for all packages sold, but this would open up the possibility of a lot of fraud.</p> <p>LV  <b>(Comments):</b>                      Latvia supports this proposal.</p> <p>SK  <b>(Comments):</b>                      We also welcome the fact that vouchers are to be covered by insolvency protection. We consider it appropriate to define the obligation for the issuer of the voucher to indicate the exact value of the voucher that will be protected in the event of the insolvency of the organiser.</p>

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(9) Article 17 is replaced with the following:	
‘Article 17	<p>CZ (Comments): It is not clear whether Directive 2015/2302 refers to an insolvency or a bankruptcy of which a travel agency’s customers are to be protected from as</p> <ul style="list-style-type: none"> <li>i. a real/actual status (a travel agency fails to meet its payable monetary obligations), or</li> <li>ii. a legal status (the insolvency of a travel agency has been declared by the competent authority of a Member State).</li> </ul> <p>We consider this clarification essential for determining the origin of the travel agency customers’ related rights.</p> <p>HU (Comments): In the case of asset security, different practices have developed at EU level, and we believe that harmonisation and the creation of the same conditions in all countries are necessary to ensure predictable operation. We wish to enter a scrutiny reservation on this Article.</p>
<b>Effectiveness and scope of insolvency protection</b>	

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	<p>IT (Comments):</p> <p>Airlines and all tour operators offering services through their channels should be protected in the event of bankruptcy and insolvency. This also applies when the tour operator is not based in a Member State.</p>
<p>1. Member States shall ensure that organisers established in their territory provide security for the refund of all payments made by or on behalf of travellers in the event of organisers' insolvency. This shall include the protection of payments made where a package is not performed in full or in part as a consequence of the organiser's insolvency or where a traveller was entitled to 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 return journey is included in the package travel contract, organisers shall also provide security for the traveller's repatriation. Continuation of the package may be offered.</p>	<p>AT (Comments):</p> <p>It is unclear, whether the claims for reimbursement referred to in Article 17(1), which are to be covered in the event of the organiser's insolvency, only apply to claims after termination due to unavoidable and extraordinary circumstances referred to in Article 12 or also to claims after termination or withdrawal due to price alterations (Article 11(2)), failure to reach the minimum number of participants (Article 12(3)) or significant changes to essential characteristics of the travel services (Article 11(2)).</p> <p>From the reference to 'vouchers' in Article 17 on insolvency protection for organisers we conclude that 'vouchers' are to be understood exclusively as vouchers withing the meaning of the new Article 12a of this Directive. If this conclusion is incorrect, we ask for a clarification in this provision.</p> <p>It cannot be ruled out that travellers will consume or will have consumed parts of a package in the event of the organiser's insolvency. We therefore propose to limit the security of vouchers – in accordance with Article 12a (3) - to a maximum of the amount of the traveller's refund right. Article 12a (9) should be amended accordingly.</p> <p>CZ</p>

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	<p><b>(Comments):</b></p> <p>It may be surprising and confusing for travel agency customers, in the case of a voucher with a higher value (as an incentive) than the original value of the package, they only receive a value corresponding to the amount originally paid for the package (as an insurance payment according to the national (Czech) generally binding legal regulation). They should be explicitly warned about this when issuing the voucher.</p> <p>DK</p> <p><b>(Comments):</b></p> <p>Denmark supports that it appears explicitly from the provision, that the insolvency protection also covers cases where the traveller was entitled to a refund of advance payments before the organiser's insolvency or bankruptcy.</p> <p>We understand the provision as including e.g. situations where a package is lawfully cancelled by either the traveller or the organiser before the organiser's insolvency or bankruptcy, but that it does not include a claim for reimbursement in terms of any deficiencies in the package.</p> <p>This ought to be clarified.</p> <p>EE</p> <p><b>(Comments):</b></p> <p>General comment: it would be useful to have a common agreement on what is considered to be “insolvency” within the meaning of PTD. This would ensure a uniform implementation of the definition of insolvency within the meaning on PTD in MSs and would also give clarity for travellers and for relevant proceedings and help to reduce disputes in the</p>

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	<p>case that the tour operator does not consider himself insolvent. Some useful criteria is already listed in recital 39.</p> <p>FI (Comments): We can support this amendment.</p> <p>LT (Comments): The relation of the last sentence of Article 17(1) "Continuation of the package may be offered" to the warranty coverage is unclear.</p> <p>LV (Comments): Latvia supports this proposal.</p> <p>PL (Comments): RP supports the introduction of vouchers. Provision has been made in Poland for tour operators to issue vouchers to their customers to protect their customers' payments in the event of non-fulfilment of a travel contract during the Covid -19 pandemic. We agree that the cost of the voucher is also covered by the tour operator's financial security in the event of insolvency.</p> <p>PT</p>

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	<p><b>(Comments):</b></p> <p>A solution aimed at harmonizing national guarantees between MS is welcome, as long as it does not top-up companies with additional burdens (Portuguese companies are already obliged to make a contribution to a National Guarantee Fund, aimed at reimbursing consumers, namely in the event of insolvency, and possible additional contributions, if the value of the Fund reduces below a certain amount).</p> <p>An EU guarantee fund/scheme could solve this issue. PT would much welcome this option.</p> <p>SE</p> <p><b>(Comments):</b></p> <p>SE can preliminary support this proposal.</p>
<p>Organisers not established in a Member State which sell or offer for sale packages in a Member State, or which by any means direct such activities to a Member State, shall be obliged to provide the security in accordance with the law of that Member State.</p>	<p>FI</p> <p><b>(Comments):</b></p> <p>We can support this amendment.</p> <p>LV</p> <p><b>(Comments):</b></p> <p>Latvia supports this proposal.</p>
<p>2. The security referred to in paragraph 1 shall be effective and shall cover reasonably foreseeable costs. It shall cover the amounts of</p>	<p>DK</p>

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<p>payments made by or on behalf of travellers in respect of packages, taking into account the length of the period between the receipt of any payments and the completion of the packages, as well as the estimated cost for repatriations in the event of the organiser’s insolvency. The security shall be sufficient to cover costs for refunds and, where applicable, repatriations and vouchers, at all times. The coverage shall take into account periods where organisers hold the highest amounts of payments and any changes in the volume of sales of packages.</p>	<p><b>(Comments):</b></p> <p>Denmark supports the proposal. However, since the purpose of the insolvency protection itself is to secure all travellers against the possible bankruptcy of a tour operator, it could be of advantage to clarify if the proposed requirements in Article 17, subsection 2, relates to the individual tour operator's individual guarantee, or to the overall bankruptcy protection scheme of the individual member state.</p> <p>EE</p> <p><b>(Drafting Suggestions):</b></p> <p>2. The security referred to in paragraph 1 shall be effective and shall cover reasonably foreseeable costs. It shall cover the amounts of payments made by or on behalf of travellers in respect of packages, taking into account the length of the period between the receipt of any payments and the completion of the packages, as well as the estimated cost for repatriations in the event of the organiser’s insolvency. The security shall be sufficient to cover costs for refunds and, where applicable, repatriations and vouchers, at all times. The coverage shall take into account <u>the change in volume of sales of packages in different periods, ensuring that the periods when organizers have the highest payment amounts are also covered.</u></p> <p>EE</p> <p><b>(Comments):</b></p> <p>In general we agree that the amendments provide additional protection for travellers and we agree, that security has to be sufficient at all times, but</p>

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	<p>we find it important <b>not to require any “over” coverage from tour operators</b>. Unfortunately, the wording here is difficult to understand in this regard, leaving the impression that coverage corresponding to peak season sales is necessary all year round.</p> <p>Therefore we would like to emphasize one point better here - the goal here should not be to cover the sales corresponding to peak season sales at all times, but to ensure that the coverage corresponds to the actual needs depending on the sales volume. To simplify, the idea is that peak season coverage has to be ensured in peak season, but it doesn't need to be that high during times when sales are low. In Estonia, for example, it is very common that a temporary additional guarantee/security is set for the peak season by travel businesses, which helps to cover the liabilities arising from the increase in sales during the peak season. We find this approach to be very pragmatic.</p> <p>FI  <b>(Comments):</b>                  We can support this amendment.</p> <p>LV  <b>(Drafting Suggestions):</b>                  2. The security referred to in paragraph 1 shall be effective and shall cover reasonably foreseeable costs. It shall cover the amounts of payments made by or on behalf of travellers in respect of packages, taking into account the length of the period between the receipt of any payments and the completion of the packages, as well as the estimated cost for repatriations in the event of the organiser’s insolvency. The security shall be sufficient to cover costs for refunds and, where</p>

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	<p>applicable, repatriations and vouchers, at all times. <del>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.</del></p> <p>LV (Comments):</p> <p>Latvia supports the inclusion of vouchers in the insolvency protection, while Latvia does not support the proposal that the security should be taken according to the periods during which tourism operators have the highest amounts of payments (Article 17). Latvia points out that tourism service providers face high seasonality, therefore it should be made possible to receive temporary additional guarantees during the active season period – and not to take the high season into consideration for the whole year.</p> <p>Therefore, Latvia proposes the deletion of last sentence or moving it to the recitals.</p>
<p>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.</p>	<p>DK (Comments):</p> <p>Denmark would like it to be clarified exactly what the Member States' duty to supervise the insolvency protection arrangements of organisers established on their territory and monitor the market for the provision of insolvency protection implies.</p> <p>We believe that it should continue to be up to Member States to decide how best to monitor the insolvency protection arrangements and the market for the provision of insolvency protection.</p>

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	<p>FI (Comments):</p> <p>We would need further clarification what is required from a MS. In particular, it is unclear for us what is meant by a second level of protection.</p> <p>LT (Comments):</p> <p>According to Article 17(3) of the Proposal, Member States must monitor the insolvency protection market and may require a second level of protection if necessary. In the absence of clear and objective criteria for when the second level of protection may be required, legal certainty and clarity are not ensured and preconditions for distortions in the functioning of the internal market may be created.</p> <p>So far in Lithuania by applying the existing control mechanisms of tour operators insolvency, losses to consumers from ‘packages’ have been avoided (equal to zero), and the current system has been working properly in Lithuania for more than 8 years.</p> <p>LV (Drafting Suggestions):</p> <p>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 <b>only in</b></p>

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	<p><b>exceptional and in</b> duly justified circumstances and shall be conditional on approval under the Union State aid provisions.</p> <p>LV  <b>(Comments):</b>                      Clarification of text.</p> <p>NL  <b>(Comments):</b>                      Regarding the obligation to supervise, it is unclear to us what the difference is between this proposal and the obligation in the current Directive (article 17 point 1).</p> <p>PL  <b>(Comments):</b>                      In Poland, in addition to the Pillar I security system, there is also Pillar II security against insolvency, i.e. TFG (Tourist Guarantee Fund), which is activated when funds from Pillar I are insufficient to refund payments to customers or cover the costs of ensuring their return from the travel event.</p> <p>Poland also has a TFP (Tourist Assistance Fund), which is not linked to the insolvency of the entrepreneur and was activated in the event of circumstances such as a pandemic or war in Ukraine.</p> <p>SE  <b>(Drafting Suggestions):</b>                      3. To ensure the effectiveness of insolvency protection, Member States shall supervise the insolvency protection arrangements of</p>

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	<p>organisers established on their territory, <del>monitor the market for the provision of insolvency protection</del>, and may, if necessary, require a second level of protection. Any co-financing by Member States is possible only in exceptional and duly justified circumstances and shall be conditional on approval under the Union State aid provisions.</p> <p>SE (Comments):</p> <p>SE is sceptical about introducing an obligation to monitor the market for the provision of insolvency protection. We think that this passage is unnecessary and should be deleted. Financial institutions, such as banks and insurance companies, are primarily monitored by other supervisory authorities.</p>
<p>4. An organiser’s insolvency protection shall benefit travellers regardless of their place of residence, the place of departure or where the package is sold and irrespective of the Member State where the entity in charge of the insolvency protection is located.</p>	<p>DK (Comments):</p> <p>Denmark supports the proposal.</p> <p>LV (Comments):</p> <p>Latvia is neutral to the proposal.</p>
<p>5. When the performance of the package is affected by the organiser’s insolvency, the security shall be available free of charge to</p>	<p>DK (Comments):</p> <p>Denmark supports the proposal.</p>

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ensure repatriations and, if necessary, the financing of accommodation prior to the repatriation.	LV (Comments): Latvia is neutral to the proposal.
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.	AT (Comments): In view of the extended scope of application as well as the extensive definitions of the terms ‘package’ and ‘linked travel services’, it is to be assumed that a three-month period is too short, particularly in the case of large-scale insolvencies. Article 17(5) in the current version is sufficient and Article 17(6) (new) is rejected.  CZ (Comments): Limiting the period for the provision of insurance benefits to three months from the submission of the necessary documents may place increased demands on insurance companies, as this would shorten the deadlines in the national (Czech) generally binding legal regulation; we consider this problematic in the case of complicated insurance events. The length of the period for making a claim against the insurance company is still not resolved (it should start from the moment of the travel agency's insolvency), which creates legal risks and ambiguities in the cross-border sale of packages.  DK

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	<p><b>(Comments):</b></p> <p>Denmark is concerned about an absolute deadline of three months from the time, the traveller has submitted the necessary documents to examine the request.</p> <p>We find, that a certain degree of flexibility should be allowed, so that in exceptional situations this repayment period can be waived.</p> <p>EE</p> <p><b>(Comments):</b></p> <p>General comment on the 3 month deadline: we can support introducing deadline for refunds, but we also note that for more complex cases, e.g. in cross-border proceedings, period of 3 months may remain too short. In our opinion, there is also a risk that the currently offered deadline will not fulfill its purpose either, because the calculation of this deadline can start at very different times in different MSs - from the moment when travelers' claims start to be accepted. This means that in some countries other procedures prior to submission of travellers' claims (such as bankruptcy proceedings etc). may also be required, which also extends this period.</p> <p>EL</p> <p><b>(Comments):</b></p> <p><i>The three-month deadline is not realistic, in particular if refund claims are involved and that instead some flexibility should be provided for, so that in exceptional situations (e.g. pandemic) this repayment deadline can be waived.</i></p>

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	<p>FI (Comments):</p> <p>We can accept this amendment as such, but we emphasise that flexibility should be added to the provision in the event of insolvency of major organisers. In cases like that, there may be thousands of claims for refund of payments, and the operators responsible for the refund of payments usually do not have enough staff at their disposal to ensure that all claims can be processed and the payments returned within three months at the latest.</p> <p>IE (Comments):</p> <p>The experience of the administrator of the insolvency protection scheme in Ireland indicates that 3 months is a very tight timeframe for resolution of claims. They would require increased resources to meet this deadline – which would increase the cost of insolvency protection and may be passed onto the consumer. A 6 month timeframe for “non-complex” claims and 9 months for “complex” claims would be more realistic in the current circumstances.</p> <p>IT (Drafting Suggestions):</p>

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	<p>"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 <b>establishment of the insolvency.</b>"</p> <p>IT  <b>(Comments):</b></p> <p>In practice, it is not always immediate, quick and easy to distinguish between insolvency, a temporary business crisis or a mere breach of contract; the establishment of an actual state of insolvency, as defined by national law, requires a time frame that is inconsistent with that of Art. 17(6).  It is preferable to indicate a maximum period of three months from the date of the establishment of the insolvency and not from the moment when the traveller has submitted the documents necessary for the examination of the application.</p> <p>LV  <b>(Drafting Suggestions):</b></p> <p>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, <b><u>with an option to prolong the refund up to one year in cases of large or international organizers' insolvency.</u></b></p> <p>LV  <b>(Comments):</b></p>

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	<p>Latvia proposes that a reference should be made to exceptional cases, with the possibility of extending the process not only to cross-border situations but also to the organisation of refund by large organisers, since in these cases rapid data processing, communication with consumers, the ability of consumers to submit documents quickly and the finding of a solution may not be possible.</p> <p>NL (Drafting Suggestions):</p> <p>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 <u>the all</u> documents necessary to examine the request.</p> <p>NL (Comments):</p> <p>It is necessary to clarify that <i>all</i> the needed information in order to carry out the refund has to be present, before the three month period starts.</p> <p>PT (Comments):</p> <p>PT welcomes the introduction of a specific deadline for the refunds, wich clarifies the previous provision that only made reference to the need for the refund to be provided without undue delay.</p> <p>SK (Comments):</p> <p>Slovakia supports the objective of the proposed amendment to Article 17, which is to increase the effectiveness and coherence of insolvency</p>

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	protection in the EU. We are concerned about the three-month refund period, which we consider to be relatively short in cases where a large amount of claims are submitted in a short period of time, e.g. due to the occurrence of unavoidable and extraordinary circumstances.
	<p>CZ (Comments):</p> <p>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. The passenger shall make the request within three months of the organiser’s insolvency. If an investigation necessary to identify the event of the organiser’s insolvency, the extent of payments or the person entitled to receive the refund of all payments cannot be completed within three months from the date of request, the investigating person shall inform the traveller of the reasons why the investigation cannot be completed.</p>
<p>7. Where this is justified in light of payments received by retailers, Member States may require retailers to take out insolvency protection in addition to organisers irrespective of the second subparagraph of Article 13(1).’.</p>	<p>FI (Comments):</p> <p>We can accept this amendment.</p> <p>IT (Drafting Suggestions):</p> <p>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).’. <b>An obligation to guarantee against the risk of insolvency/bankruptcy is also envisaged for other operators in the tourism sector, such as</b></p>

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	<p><b>third-party providers of services included in package tours (e.g. carriers, hoteliers); even when the tour operator is based in a extra-UE State.</b></p> <p>IT  <b>(Comments):</b>                      The directive should provide for an obligation to guarantee against the risk of insolvency/bankruptcy also for other operators in the tourist industry, such as third-party providers of services included in tourist packages (e.g. carriers, hoteliers), so as to ensure greater and more effective protection of travellers.</p> <p>LT  <b>(Comments):</b>                      According to Article 17(7) of the Proposal, Member States may require, where justified by the payments received by agents, that agents also purchase insolvency protection. In the absence of clear and objective criteria for when agents can be required to be protected from insolvency, legal certainty and clarity are not ensured and assumptions are made for distortions in the operation of the internal market.</p> <p>LV  <b>(Comments):</b>                      Latvia is neutral to the proposal.</p> <p>PL  <b>(Comments):</b></p>

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	In our view, sellers - i.e. agents who sell package holidays organised by other operators with financial security in case of insolvency - do not need to have security for customers themselves. Customers are sufficiently protected by the financial security system that tour operators are required to have.
(10) in Article 18, paragraph 2, is replaced by the following:	DK (Comments): Denmark supports the proposal.
‘2. Member States shall designate central contact points to facilitate the administrative cooperation and supervision of organisers operating in different Member States and to exchange information in relation to insolvency protection and any mechanisms put in place to ensure the effectiveness of refunds for terminated package travel contracts. Member States shall notify the contact details of those contact points to all other Member States and the Commission.’	EE (Drafting Suggestions): 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. <b><u>Central contact points also exchange information on how travellers can submit their claims and related information, if necessary.</u></b> Member States shall notify the contact details of those contact points to all other Member States and the Commission.  EE (Comments):

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	<p>That is an important clarification and Estonia fully supports it. <b>In order to more effectively enforce the rights of travelers during cross-border insolvency proceedings, it is important that the central contact points have the obligation to respond to requests by the contact point of another MS inquiring for information about the process of using the security:</b> what and within what time the traveler must do in order to receive compensation from the security to satisfy his claims. In practice, there are cases where travellers do not actually have this information, there may be language barriers, and therefore it is complicated for them to enforce their rights in cross-border proceedings. A quick and efficient exchange of information between the contact points should ensure that travellers rights are respected. We propose only slight addition to the art 18(2) with reference to ongoing proceedings on insolvency protection, that central contact points could also exchange practical information which is needed in order to assist travellers in relevant proceedings if needed – how and where and when they can submit their claims, what happens next etc. In particular, it would help to exchange information better in cases where in MSs there are many different entities that resolve the claims of travelers in case of insolvency - the procedures can be very different and there is a lot of ambiguity for consumers. If the task of exchange of information remains only general, then then the practical value for passengers is low.</p> <p>FI  <b>(Comments):</b>                      We can accept this amendment.</p> <p>LV  <b>(Comments):</b></p>

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	<p>Latvia is neutral to the proposal.</p> <p>SE (Comments):</p> <p>SE views the proposal as aiming to clarify the wording in the current directive, i.e. not requiring further exchange of information between the central contact points. On that basis, SE can support the proposal.</p>
(11) Article 19 is replaced by the following:	
<i>'Article 19</i>	<p>DK (Comments):</p> <p>Denmark has no comments on the provision, since the provision largely corresponds to the current provision in the package travel directive.</p>
<b>Insolvency protection and information requirements for linked travel arrangements</b>	<p>FI (Comments):</p> <p>We can accept the amendments proposed to the Article if majority of the MSs are in favor of keeping the LTAs within the scope of the directive.</p> <p>LV</p>

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	<p><b>(Comments):</b></p> <p>Latvia is neutral to the proposal. Furthermore, Latvia proposes to exclude LTAs from the Directive completely.</p>
<p>1. For linked travel arrangements, as defined in Article 3(5), Member States shall ensure that traders which invite travellers to conclude a contract on a different type of travel service shall provide security for the refund of all payments they receive from travellers. If such traders are responsible for the traveller’s return journey, the security shall also cover the traveller’s repatriation. The second subparagraph of Article 17(1), Article 17(2) to (6) and Article 18 shall apply mutatis mutandis.</p>	<p>EE</p> <p><b>(Comments):</b></p> <p><a href="#">See our comments on definition of LTA</a></p>
<p>2. 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 the relevant standard information form set out in Annex II, completed as appropriate. The form shall be provided in a clear and prominent manner.</p>	
<p>3. Where traders do not comply with the requirements set out in paragraphs 1 and 2 of this Article, the rights and obligations laid down in Articles 9 and 12 and Chapter IV shall apply in relation to the travel services included in the linked travel arrangement.</p>	

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<p>4. Where a linked travel arrangement is formed, the trader which concludes a contract on a different type of travel service shall inform the trader which invited the traveller to conclude such contract on this fact.</p>	<p>SE  <b>(Drafting Suggestions):</b></p> <p>4. Where a linked travel arrangement is formed, the trader which concludes <del>the a</del> contract on <b>the provision of an additional</b> <del>different type of</del> travel service shall inform the trader which invited the traveller to conclude such contract <del>on</del> <b>about</b> this fact.</p> <p>SE  <b>(Comments):</b></p> <p>Since the provision only applies when different types of travel services are combined (according to the definition in article 3.5), the fact that the “second” travel service is of another type does not need to be repeated in this article. Instead, the provision would be more clear if the same wording as in the definition was used (the “second” travel service is called the additional travel service in the definition).</p>
(12) Article 22 is replaced by the following:	
‘Article 22	

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<b>Right of redress and refund rights of organisers</b>	
<p>(1) In cases where an organiser or, in accordance with the second subparagraph of Article 13(1) or Article 20, a retailer pays compensation, grants price reduction or meets the other obligations incumbent on him under this Directive, Member States shall ensure that the organiser or retailer has the right to seek redress from any third parties which contributed to the event triggering compensation, price reduction or other obligations.</p>	<p>IT  <b>(Drafting Suggestions):</b>                      “(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. <b>Member States shall ensure that the obligation 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. Simple fast and accelerated redress procedures should be introduced to enforce such rights”.</b></p> <p>IT  <b>(Comments):</b>                      In order to prevent the provision from remaining a dead letter (as will be the case for non-EU suppliers), reimbursement obligations between companies must be strengthened.</p> <p>LV</p>

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	<p><b>(Comments):</b></p> <p>Latvia supports this proposal.</p> <p>PL</p> <p><b>(Comments):</b></p> <p>We note that in the case of non-EU third countries, this may not be feasible or legally enforceable. The deadline that is proposed must be correlated with the deadline for the tour operator to reimburse payments to customers. The deadlines indicated in the draft require discussion.</p> <p>SI</p> <p><b>(Comments):</b></p> <p>The Republic of Slovenia supports a simplified and clear procedure for refunds to the travel organizer from the party responsible for the cancellation of the service. At the same time, it points out that it is not clear from the article whether the provisions also apply in case of unavoidable and extraordinary circumstances. If provisions do not apply, it is necessary to determine the distribution key even in case of unavoidable and extraordinary circumstances.</p>
<p>(2) Member States shall ensure that, when a service provider cancels a service that is part of a package or fails to provide it, that service provider shall refund to the organiser any payments made by the organiser for the service within 7 days. The 7-day period shall start on the day following</p>	<p>AT</p> <p><b>(Comments):</b></p> <p>In the first Council working party the Commission has explained that this provision merely incorporates general contract law. However, whether a</p>

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<p>the cancellation of the service or the day when the service was due to be performed, whichever is the earlier date.’</p>	<p>claim for B2B-compensation exists, depends on the reason for which a service is cancelled or cannot be provided. Therefore, it remains unclear whether the 7-day period is intended to establish a right to reimbursement of its own or merely sets a deadline for a claim already existing under a different legal basis. From a consumer’s point of view, provisions that allow organisers, traders or retailers to pay their refunds to travellers are welcomed, but the travel industry considers the period too short in a B2B-context.</p> <p>CZ (Comments):</p> <p>CZ points out a problematic enforceability of this obligation towards 3rd countries’ suppliers.</p> <p>DK (Comments):</p> <p>Service providers (such as e.g. hotels) will be imposed a very quick refund obligation towards organisers in the event of cancellation or non-delivery of a service that is part of a package. It should be ascertained in more detail how this will affect the service providers involved, and whether the 7-day period is a realistic deadline.</p> <p>EE (Comments):</p>

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	<p>Taking into account, that article 23 paragraphs 2 and 3 only prohibit agreements to the detriment of the traveller, the new paragraph 2 of Article 22 would be regarded as a dispositive norm. This approach would be welcomed, as this would stipulate the norm, but would give parties the opportunity to form their contractual obligations as seem fit for the specific situations.</p> <p>In general, the principle of contractual freedom is a core principle in business-to-business relations and, as a rule, there is no equivalent need for protection in such relations as in consumer contracts. It should also be borne in mind that in contractual relations concluded with a service provider the organiser is not always in a less advantageous negotiating position, which would justify restricting the principle of contractual freedom.</p> <p>If the proposal aims at stipulating imperative reimbursement periods in art 22(2), the question arises, if this also impose restrictions on other contractual agreements between businesses, for example on the limitation of liability in cases of force majeure. Or as to whether the traders could agree on the applicable law, where there are no such restriction.</p> <p>In any event, such a rule could not be binding on non-EU service providers and would thus make rules applicable to service providers in the EU stricter. This could distort competition.</p> <p>In regards to the specific wording of the paragraph, the reference to the cancellation of a service is not accurate. The reference should be made to the termination of a contract.</p> <p>FI</p>

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	<p><b>(Comments):</b></p> <p>We have reservations regarding this proposal. We find it problematic that the directive, the main purpose of which is to achieve the highest possible level of consumer protection, would, as proposed, interfere with companies' freedom of contract.</p> <p>Furthermore, we would request clarification whether the Directive, and in particular the provision in question, has an imperative nature also in contractual relations between traders.</p> <p>HU <b>(Comments):</b></p> <p>We welcome the seven-day repayment obligation imposed on the service provider in the B2B relationship, this legislation in its proposed form does not provide any kind of guarantee supporting (or possibly replacing) the service provider's performance. Moreover, a significant proportion of service providers do not fall under the scope of national legislation, so this provision can only be interpreted within the borders of the European Union.</p> <p>IE <b>(Comments):</b></p> <p>Typically, airlines are not quick to refund as was the experience during Covid. How will the airlines be compelled to refund within the proposed 7-day timeframe?</p>

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	<p>We think these provisions may need to be stronger in terms of the rights of retailers and organisers to claw back payments arising from factors outside their control, especially in light of the expansion of ‘unavoidable and extraordinary circumstances’ definition proposed in respect of Arts. 12(2), and 12(3a). Right to refund from service providers should be extended to where unavoidable and extraordinary circumstances have occurred, even if services have not been cancelled.</p> <p>A gap remains between refund entitlements under PTD and EU261. Consumer rights to cancel should be mirrored in Regulation 261 to ensure consistency for consumers and protect package organisers from disproportionate financial burden. Many of the problems with package refunds during COVID were around airlines that kept flying despite travel restrictions for passengers – this included flying empty planes etc.</p> <p>IT (Comments):</p> <p>It is noted that, in the absence of any provision as to the means by which the service provider may be required to retrocede the sums received for services cancelled or not rendered, the rule risks being little, if any, effective. The Directive, in its final drafting, should provide more precise provisions in this regard, so as to make this provision effective. The scope should be more explicit and should also include cases of reimbursement</p>

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	<p>by the organiser of the package following a cancellation exercised by the traveller under Article 12.                      Recital 15 uses a generic verb: 'cancelled'; an explicit reference to it is suggested.</p> <p>LT                      (Comments):                      The provision of Article 22, paragraph 2 of the Travel Service Package Directive, amended by the proposal, regarding the service provider's obligation to return payments made to the organizer when the service is canceled or not provided, applies only if the service provider is established in an EU member state. It should be noted that this provision does not apply to third countries. This requirement could be met only for the part of service providers located in member countries, but for many other popular travel destinations such as Turkey, Egypt, Tunisia, Thailand, Indonesia, United Arab Emirates, etc., this requirement would not apply. Therefore, tour operators working with such major travel destinations will not benefit from this requirement.</p> <p>LU                      (Comments):                      LU comment: this Article risks generating expectations that might not become real as it is not easily enforceable.</p> <p>LV                      (Comments):                      Latvia supports this proposal.</p>

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	<p>NL  <b>(Drafting Suggestions):</b>                      Our suggestion is to make it clear that it is not possible to deviate from the refund rights contractually.</p> <p>NL  <b>(Comments):</b>                      The Netherlands understands the purpose of the proposal to introduce a B2B-refund right. However, we have concerns regarding enforcement. Does the Commission intend businesses to arrange this contractually, or does the Commission intend for national authorities to enforce this article?</p> <p>Furthermore, we do not understand how Member State could ensure that service providers will refund the organiser. Could the Commission like to explain how they see this?</p> <p>PL  <b>(Comments):</b>                      We are concerned that the 7-day deadline, in many cases, may not be sufficient for the payment to be reimbursed.</p> <p>PT  <b>(Drafting Suggestions):</b>                      (2) Member States shall ensure that, when a service provider cancels a service that is part of a package or fails to provide it, <b>as well as whenever</b></p>

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	<p><b>the traveler terminates the package travel contract before the start of the package due to unavoidable and extraordinary circumstances as provided in paragraph 2 of article 12,</b> that service provider shall refund to the organiser any payments made by the organiser for the service within 7 days. The 7-day period shall start on the day following the cancellation of the service or the day when the service was due to be performed, whichever is the earlier date.'</p> <p>PT (Comments):</p> <p>PT welcomes this new addition to Article 22 specifying that where service providers cancel or do not provide a service which is part of the package, they have an obligation to refund to the organizer the payments received for the relevant service within 7 days.</p> <p>However, this disposition should be consistent with paragraph 2 of article 12, which extends consumer protection to situations of cancellation of travel packages related to unavoidable and extraordinary circumstances, including at the place of residence or departure. All suppliers/service providers within the scope of the travel package should be obliged to reimburse the organiser for funds received (even when the respective services are available or could be provided), under risk of a strong imbalance in the organizer's position (obliged to reimburse the traveler/consumer, without termination fees).</p> <p>It is also appropriate to mention in this context that available data indicates that, during Covid-19 pandemic, the reimbursement difficulties faced by consumers had as their main source the lack of protection for advance payments for stand-alone services (mainly air transport).</p>

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	<p>Package travel organizers themselves were victims of the lack of mechanisms designed to ensure reimbursement from suppliers (mainly airlines) in the event of travel cancellations.</p> <p>Further discussion with the insurance sector should be explored to cover the risks that have occurred during Covid 19, however, the Package Travel Directive does not seem the appropriate venue for such a debate.</p> <p>SE  <b>(Comments):</b>                      SE supports the aim to strengthen the possibilities for organisers to get a refund from the service provider, but we are concerned that this obligation won't be efficient, since the service provider and the organiser might agree upon a longer refund right.</p> <p>SK  <b>(Comments):</b>                      We consider that the measure is unenforceable in the case of a service provider based outside of EU. We consider it appropriate to include a territorial limitation to a destination in a Member State.</p>
(13) Annex I is replaced by the text in Annex I to this Directive.	<p>DK  <b>(Comments):</b>                      Denmark notes that the current Annex I is replaced in order to provide travellers with clearer information on their rights.</p> <p>LV</p>

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	<p><b>(Comments):</b> Information in Annexes must be discussed after agreeing on Articles.</p>
<p>(14) Annex II is replaced by the text in Annex II to this Directive.</p>	<p>DK <b>(Comments):</b> Denmark notes that the current Annex II is replaced in order to take into account the simplification regarding the concept of a linked travel arrangement and in order to improve the implementation of this concept.</p> <p>LV <b>(Comments):</b> Information in Annexes must be discussed after agreeing on Articles.</p>
Article 2	
Reporting by the Commission and review	
By [5 years after the entry into force of this Directive], the Commission shall submit to the European Parliament and to the Council a report on the	LV

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application of this Directive. This report will also take into account the impact on micro, small and medium-sized organisers.	<b>(Comments):</b> Latvia supports this proposal.
The report shall be accompanied, where necessary, by legislative proposals.	LV <b>(Comments):</b> Latvia supports this proposal.
Article 3	
Transposition	
1. Member States shall adopt and publish, by [18 months after the entry into force of the Directive] at the latest, the laws, regulations and administrative provisions necessary to comply with this Directive. They shall forthwith communicate to the Commission the text of those provisions.	DK <b>(Comments):</b> Denmark notes that the implementation deadline in the current PTD was 24 months. Denmark suggests that the implementation deadline of this directive should be 24 months aswell.  EE

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	<p><b>(Drafting Suggestions):</b></p> <p>Member States shall adopt and publish, by [24 months after the entry into force of the Directive] at the latest, the laws, regulations and administrative provisions necessary to comply with this Directive. They shall forthwith communicate to the Commission the text of those provisions.</p> <p>EE</p> <p><b>(Comments):</b></p> <p>The 18-month transposition deadline is not enough for our legislative process, including for the consultation with stakeholders. The need to give companies enough time to adapt to the new requirements must also be taken into account. Based on the above, transposition deadline should be longer.</p> <p>FI</p> <p><b>(Comments):</b></p> <p>At least 24 months is needed.</p> <p>LV</p> <p><b>(Drafting Suggestions):</b></p> <p>Member States shall adopt and publish, by [<del>18</del> 24 months after the entry into force of the Directive] at the latest, the laws, regulations and administrative provisions necessary to comply with this Directive. They shall forthwith communicate to the Commission the text of those provisions.</p> <p>LV</p> <p><b>(Comments):</b></p>

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	<p>Latvia does not support the transposition of the proposals for the Directive within 18 months and points out that it takes at least 24 months to transpose the proposals for the Directive. Latvia notes that currently Directive 2015/2302 has been transposed by law and Cabinet regulations and amending these regulations is a lengthy process.</p> <p>SE (Comments):</p> <p>The legislative process in Sweden require a longer time for adoption. Thus, we suggest the adoption period should be 24 months.</p> <p>SI (Drafting Suggestions):</p> <p>Member States shall adopt and publish, by [2418 months after the entry into force of the Directive] at the latest, the laws, regulations and administrative provisions necessary to comply with this Directive. They shall forthwith communicate to the Commission the text of those provisions</p> <p>SI (Comments):</p> <p>The Republic of Slovenia considers that the proposed period of 18 months for the transposition of the directive is too short and proposes a period of 24 months.</p> <p>SK (Comments):</p> <p>We believe that the proposed transposition period is too short to transpose the Directive into national law properly, taking into account the complexity</p>

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	and length of the legislative process in each Member State. We propose to extend the transposition period to 2 years.
They shall apply those provisions from [6 months after the transposition deadline].	<p>LV (Drafting Suggestions): They shall apply those provisions from [<del>6</del> <b>12</b> months after the transposition deadline].</p> <p>LV (Comments): Latvia has concerns about a transitional period of 6 months, which is too short, and therefore proposes a transitional period of up to one year. The transitional period of at least one year is due to the fact that the current provision for package and related tourism providers is taken up for a year.</p>
When Member States adopt those provisions, they shall contain a reference to this Directive or be accompanied by such a reference on the occasion of their official publication. Member States shall determine how such reference is to be made.	<p>LV (Comments): Latvia supports this proposal.</p>
2. Member States shall communicate to the Commission the text of the main provisions of national law which they adopt in the field covered by this Directive.	<p>LV (Comments): Latvia supports this proposal.</p>

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Article 4	
Entry into force	
This Directive shall enter into force on the twentieth day following that of its publication in the <i>Official Journal of the European Union</i> .	LV (Comments): Latvia supports this proposal.
Article 5	
Addressees	

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This Directive is addressed to the Member States.	
Done at Brussels,	
For the European Parliament For the Council	
The President The President	
	<b>End</b>