



Council of the European Union  
General Secretariat

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**Interinstitutional files:  
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**Brussels, 16 July 2024**

**WK 9565/2024 REV 1**

**LIMITE**

**CONSOM**

**MI**

**COMPET**

**TOUR**

**TRANS**

**CODEC**

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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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**Subject:** Package Travel Directive - Member States comments on the Presidency text proposals (document ST 9562 2024 REV 1)

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Delegations will find attached updated Member States comments on the above-mentioned document, including comments from Estonia, Greece and Latvia.

**Proposal for a DIRECTIVE OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL amending Directive (EU) 2015/2302 to make the protection of travellers more effective and to simplify and clarify certain aspects of the Directive - Presidency text proposal - ST 9562/01/24 REV 1 - Number of rows:333**  
 Deadline: 28/06/2024

**From:** AT, CY, CZ, DE, EL, EE, FI, FR, HR, IT, LT, LU, LV, MT, NL, PL, PT, RO, SE, SI

**Updated:** 11/07/2024 11:27

<p align="center"><b>Presidency text proposal</b> <b>ST 9562/24 REV 1</b></p>	<p align="center"><b>Drafting Suggestions and Comments</b></p>
<p align="center">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 (Text with EEA relevance) THE EUROPEAN PARLIAMENT AND THE COUNCIL OF THE EUROPEAN UNION, Having regard to the Treaty on the Functioning of the European Union, and in particular Article 114 thereof, Having regard to the proposal from the European Commission, After transmission of the draft legislative act to the national parliaments, Having regard to the opinion of the European Economic and Social Committee , Having regard to the opinion of the Committee of the Regions, Acting in accordance with the ordinary legislative procedure, Whereas:</p>	<p>LU <b>(Comments):</b> LU: we keep a general scrutiny reservation on the whole text. Our main/horizontal objective/concerns: providing <u>concrete EU added value and legal security/certainty</u> in the <u>Internal Market</u> with a high level of <u>consumer protection</u>.</p>
<p>(1) Directive (EU) 2015/2302 of the European Parliament and of the Council 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</p>	

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<p>Council Directive 90/314/EEC or which were in a legal grey area, and strengthened the rights of travellers in different respects. At the same time, it aimed to ensure fairer competition between the different types of travel businesses active in the package travel market.</p>	
<p>(2) In order to pursue those objectives, Directive (EU) 2015/2302 broadened the definition of the term ‘package’ compared to Directive 90/314/EEC. Directive (EU) 2015/2302 further specified existing rights of travellers and introduced new ones, such as the right for travellers to terminate a package travel contract without termination fees, under certain conditions, in the event of unavoidable and extraordinary circumstances. In addition, Directive (EU) 2015/2302 created the new concept of ‘linked travel arrangement’, which encompassed bookings carried out at one point of sale and bookings at different points of sale which a trader ‘facilitates in a targeted manner’. Linked travel arrangements are largely treated like stand-alone services, but payments received by a trader facilitating a linked travel arrangement are to be protected against such trader’s insolvency. Directive (EU) 2015/2302 aimed to ensure transparency by obliging traders to inform travellers on the nature of travel product offered to them and on the associated rights through standard information forms contained in Annexes I and II to that Directive.</p>	
<p>(3) While, overall, Directive (EU) 2015/2302 has worked well, several challenges have emerged since the start of its application on 1</p>	

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<p>July 2018. The COVID-19 pandemic and related government measures had a significant impact on both the travel industry and travellers and exposed certain weaknesses in prevailing business models and showed that specific provisions of the Directive could be clarified.</p>	
<p>(4) Therefore, it is necessary to close the gaps identified in the current rules, as well as to clarify and simplify certain concepts and provisions, thus enhancing the effectiveness of Directive (EU) 2015/2302 for the benefit of travellers and travel businesses, amongst which there is a large number of micro, small and medium-sized enterprises.</p>	
<p><i>[Option A – opt to delete LTAs: recital (5) will be deleted]</i></p>	<p>CZ  <b>(Comments):</b>                      CZ agrees with option A.</p> <p>EE  <b>(Comments):</b>                      EE: strong support for option A and the deletion of LTAs</p> <p>FI  <b>(Comments):</b>                      We support option A.</p> <p>FR</p>

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	<p><b>(Comments):</b></p> <p><b>Les autorités françaises soutiennent l’option A et la suppression de la PVL.</b>                      En effet, la catégorie juridique des « prestations de voyage liées » n’apporte aucune garantie au consommateur ; elle est trop difficile à appréhender par les professionnels et les particuliers. Par ailleurs, cette catégorie juridique n’a certainement connu aucune effectivité (en tout cas, il n’en existe pas de preuve, notamment dans l’étude d’impact de la proposition législative).</p> <p><b>The French authorities support option A and to delete the legal concept of “linked travel arrangement” (LTA).</b>                      Indeed, this legal category of “link travel arrangements” does not provide any guarantee to the consumer and is too difficult to understand by professionals and consumers. Furthermore, this legal category has certainly not been effective (in any case, there is no proof, in particular in the impact assessment of the legislative proposal).</p> <p>LT  <b>(Comments):</b>                      We support option A to delete the concept of LTAs.</p> <p>MT  <b>(Comments):</b>                      If Option A is favoured then Recital 2 should also be reworded to exclude reference to LTA.</p>

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<p><i>[Option B – opt to keep LTAs: recital (5) will be adapted accordingly]</i></p>	<p>RO  <b>(Comments):</b>  <i>We agree</i></p> <p>SI  <b>(Comments):</b>                      SI supports option B.</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. <del>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.</del></p>	<p>DE  <b>(Comments):</b>                      Germany welcomes the entire deletion of the proposed extension of the concept of package travel booked within a 3-hour resp. 24-hour period and therefore the amendment of the recitals in this regard.</p> <p>EE  <b>(Comments):</b>                      EE: strong support for deleting criteria of 3 and 24 hour timeframes as a criteria of formulation of a package</p> <p>RO  <b>(Comments):</b>                      We agree</p>
<p>(6) <del>The principle underlying the definition of ‘package’ should</del></p>	<p>RO</p>

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<p><del>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></p>	<p><b>(Comments):</b> We agree</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>	<p>FI <b>(Comments):</b> We support this deletion. RO <b>(Comments):</b> We agree</p>

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<p>(8) The definition of package formed through linked online booking processes in Article 3(2)(b)(v) of Directive (EU) 2015/2302, which <del>required</del> <b>requires</b> that the <b>transmission of the</b> traveller’s name, payment details and email address <del>are all transmitted</del> from one trader to another <del>trader</del>, 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 <b>as ‘package’</b> where the trader that is party to a first contract transfers <b>the traveller’s personal data as defined in Article 4(1) of Regulation (EU) 2016/679</b> to a trader that is party to a second or further contract <del>alternatively the traveller’s name, payment details, email address or any other of the traveller’s personal data. This may include, for example, the traveller’s name, payment details and email address, telephone number, social media account or any other information through which the traveller can be identified. Such transfer of</del> <b>The reference to “personal data” is intended to take into account any possible future exchange of personal data and is appropriate as an indication for</b> <del>indicates</del> a close link between the bookings/ <b>or contracts-in question and thus to consider them as a package</b> so that the criterion of 24 hours for the second booking is not <del>indispensable and should be removed.</del></p>	<p>AT <b>(Comments):</b></p> <p>In principle, the coherence of EU legislative acts is welcomed and the aim of avoiding circumvention through deliberate non-transmission of certain personal data is understood. The reintroduction of the 24 hour deadline in Article 3(2)(b)(v) avoids a massive expansion of click-through packages.</p> <p>DE <b>(Comments):</b></p> <p>Germany welcomes the reintroduction of the 24-hours rule. However, with the proposed link to the transfer of any “personal data”, the definition of package travel could potentially be extended to an excessive extent, thereby depriving other business models of their basis.</p> <p>The mere fact that a definition has hardly any practical applications does not allow the conclusion to be drawn that the definition is too narrow. If an extension of the definition is intended to qualify certain booking constellations as package travel, these constellations must first be described precisely. In addition, it must be clearly explained why it is necessary to qualify such constellations as package travel - with all the associated factual and legal consequences. As long as this does not happen, Germany is sceptical towards a change to the definition with regard to the linked online booking processes.</p> <p>Germany suggests considering alternatives to a change in the definition. The first step could be to identify what the real challenges are when booking travel services via linked online processes. It should be</p>

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	<p>scrutinized how to provide more transparency regarding the data transmission and the legal effects for travellers.</p> <p>EE  <b>(Comments):</b>                      EE: As previously mentioned, we would prefer to leave click-through packages out of the scope of the PTD. However, if the general consensus is to maintain these types of services in the PTD, we can be flexible here.                      But it is concerning that the reference to personal data is too general. For example, even IP addresses and cookies are already considered personal data. It would be advisable to consider a clearer specification indicating that the data in question is used to provide travel services to the consumer or similar. Examples could also be added to the recital, so that to avoid any uncertainty and confusion about whether a package is formed or not. It would be useful to also consult with data protection experts about the necessary dataset, to make it more specific and limited rather than just 'any personal' data. We agree that list of data as it is foreseen in current PTD is too limited, but it seems that the proposal does not solve the problem of difficulties in identifying the formation of a click-through package.</p> <p>MT  <b>(Drafting Suggestions):</b>  <u><b>This may include, for example, the traveller’s name, payment details, and email address, telephone number, social media account or any other information through which the traveller can be identified.</b></u> Such transfer of <u><b>The reference to “personal data” is</b></u></p>

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	<p><b><u>intended to take into account any possible future exchange of personal data and is appropriate as an indication for</u></b> indicates a close link between the bookings/ <b><u>or</u></b> contracts <b><u>in question and thus to consider them as a package</u></b></p> <p>MT <b>(Comments):</b></p> <p><b><u>Rationale</u></b> The word ‘and’ should be deleted as it might be interpreted that the first two are required i.e. travellers name and payment details and then any one of the remaining list. Art 4(1) of Regulation EU 2016/79 is clear - <i>‘personal data’ means any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.</i></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? Or are both parties responsible?</p> <p>RO <b>(Comments):</b></p> <p>We agree</p>

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<p><i>[Option A – opt to delete LTAs: recital (9) will be deleted]</i></p>	<p>CZ <b>(Comments):</b> CZ agrees with option A</p> <p>EE <b>(Comments):</b> EE supports option A and to delete recital 9</p> <p>FI <b>(Comments):</b> We support this option.</p> <p>FR <b>(Comments):</b> Les autorités françaises souhaitent <b>la suppression de la catégorie juridique des PVL</b>, pour les raisons déjà exposées. The French authorities would like to <b>delete the legal concept of LTA</b> for the reasons already stated.</p> <p>LT <b>(Comments):</b> We support option A to delete the concept of LTAs.</p> <p>RO <b>(Comments):</b></p>

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	<p><i>We do not agree</i></p>
<p><i>[Option B – opt to keep LTAs: recital (9) will be adapted accordingly]</i></p>	<p>DE (Comments): Germany prefers Option B, which is why recital 9 needs to be adapted.</p> <p>RO (Comments): <i>We agree</i></p> <p>SI (Comments): SI supports option B.</p>
<p>(9) The definition of ‘a linked travel arrangement’ should cover situations where a trader that is party to a first contract and receives payments from or on behalf of the traveller invites a traveller to book additional types of travel services for the same trip or holiday. In this context, the trader that is party to a first contract should obtain insolvency protection. Furthermore, in order to make sure that travellers fully benefit from the rules on insolvency protection and for traders to know that they are subject to this obligation, it is appropriate that the information forms on linked travel arrangements recommend to travellers to record the invitation and the additional booking, for instance through screenshots, and to inform the trader with whom a first</p>	<p>RO (Comments): We agree</p>

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<p>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>(10) Regarding packages where, for example, accommodation is combined with other tourist services, but which do not contain any carriage of passengers, the general criterion of ‘a significant proportion’ of the value of the combination, applying to tourist services <del>as referred to in Article 3(1)(d)</del>, should be replaced with the more specific criterion of ‘at least 25%’ in order to increase legal certainty.</p>	<p>AT <b>(Comments):</b> Not only recital 9 should be adapted with Option B, but also recital 10. The criterion of ‘at least 25 %’ should be also valid for LTA.</p> <p>EE <b>(Comments):</b> EE has repeatedly raised the issue of single accommodation service providers and the impact on the competitiveness of the accommodation sector. The concept of the package needs to be discussed as we need to find a proper solution for single accommodation service providers so that they are not considered as tour operators when offering additional on-site activities for an inclusive price (e.g., accommodation + massage or accommodation + sauna). Such a broad definition of package results in many tourism service providers unintentionally becoming tour operators. For example, under Estonian national law, spa hotels must provide spa treatments alongside accommodation as their main service and they cannot operate as spa hotels otherwise. But this should not classify them as tour operators. Same approach should be taken in case</p>

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	<p>of accommodation providers who offer the possibility to rent a sauna or boat. These are services typically associated with accommodation and should not be treated as additional services within the meaning of the directive. It should also be noted that the directive does not provide any threshold for the cost of the package above which the requirements will apply. This means that essentially all combinations of services are covered by the regulation, regardless of their value, leading to unnecessary administrative burden especially for combinations with low prices. In this regard, it is necessary to find a reasonable balance in protection of travelers and obligations of business.</p> <p>Therefore, we propose amending recital 17 of the PTD currently in force, respectively (proposed addition in bold):</p> <p>“(17) Only the combination of different types of travel services, such as accommodation, carriage of passengers by bus, rail, water or air, as well as rental of motor vehicles or certain motorcycles, should be considered for the purposes of identifying a package or a linked travel arrangement. Accommodation for residential purposes, including for long-term language courses, should not be considered as accommodation within the meaning of this Directive. Financial services such as travel insurances should not be considered as travel services. In addition, services which are intrinsically part of another travel service <b>or are typically associated with this travel service</b> should not be considered as travel services in their own right. This includes, for instance, transport of luggage provided as part of carriage of passengers, minor transport services such as carriage of passengers as part of a guided tour or transfers between a hotel and an airport or a railway station, meals, drinks, <b>different on-site activities</b> and cleaning provided as part of</p>

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	<p>accommodation, or access to on-site facilities such as a swimming pool, sauna, spa or gym included for hotel guests. This also means that in cases where, unlike in the case of a cruise, overnight accommodation is provided as part of passenger transport by road, rail, water or air, accommodation should not be considered as a travel service in its own right if the main component is clearly transport.”</p> <p>RO (Comments): We agree</p>
<p>(11) As demonstrated, in particular, during the COVID-19 pandemic, the prevailing business practice of advance payments, the absence of business-to-business rules on refunds to organiser of packages for services cancelled or not performed by the service providers, the absence of rules on vouchers, as well as uncertainty on whether refund claims and vouchers for cancelled packages are covered by insolvency protection, can cause difficulties in relation to refunds to travellers, in particular, where unavoidable and extraordinary circumstances lead to numerous cancellations and affect many travel destinations. Therefore, it should be provided that travellers’ payments are effectively protected at all times, including in a crisis. Furthermore, it should be ensured that the national insolvency protection systems are resilient and provide more uniform protection.</p>	<p>FI (Drafting Suggestions): As demonstrated, in particular, during the COVID-19 pandemic, the prevailing business practice of advance payments, <del>the absence of business-to-business rules on refunds to organiser of packages for services cancelled or not performed by the service providers,</del> the absence of rules on vouchers, as well as uncertainty on whether refund...</p> <p>FI (Comments): We do not support that this directive regulates business to business activities. B2B relations should be based on freedom of contract and no mandatory provisions should apply.</p>

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	<p>RO <b>(Comments):</b> We agree</p>
<p>(12) — <del>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 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>EE <b>(Comments):</b> EE supports the deletion of limitation of prepayments</p> <p>FI <b>(Comments):</b> We strongly support this deletion. The restriction of downpayments would have significantly effected small and medium size organisers’ possibilities to engage in package travel activities. The restriction is also not beneficial for consumers or for the economy.</p> <p>FR <b>(Comments):</b> <b>Les autorités françasis approuvent la suppression de la limitation des prépaiements.</b> En effet elles ont insisté sur la nécessaire cohérence entre la DVAF et les autres textes du paquet Mobilité. Or, elles considèrent que cette cohérence n’est pas assurée, puisqu’aucune limite aux prépaiements n’est mise dans le cas des transports. Dans ces conditions, la limitation des prépaiements n’est pas possible pour l’industrie du voyage car le paiement à une compagnie aérienne est immédiat lors de la réservation</p>

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	<p>via une agence et le montant est souvent supérieur à 25 % du prix total du voyage. De plus, la limitation ne serait pas bénéfique au consommateur car cela lui imposerait de payer le solde 28 jours avant le voyage.</p> <p><b>The French authorities approve the removal of the limitation on prepayments.</b></p> <p>Indeed, they have stressed the need for coherence between this directive and the different regulations of the Mobility package. However, they consider that this consistency is not ensured, since no limit on prepayments is placed in the case of transport. Under these conditions, limiting prepayments is not possible for the travel industry because payment to an airline is immediate when booking through a travel agency and the amount is often above 25% of the total price of the trip. Furthermore, the limitation would not benefit to the consumer because it would require them to pay the balance 28 days before the trip.</p> <p>HR  <b>(Comments):</b>                      We agree with removing the rules on downpayments.</p> <p>RO  <b>(Comments):</b>                      We agree</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</p>	<p>FI  <b>(Comments):</b></p>

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<p><del>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>We support this deletion.</p> <p>HR (Comments):</p> <p>We agree with removing the rules on downpayments.</p> <p>RO (Comments):</p> <p>We agree</p>
<p><del>(14) — Since the limitation of advance payments is not compatible with the concept of package travel gift boxes as referred to in Article 3(5)(b)(iv) of Directive (EU) 2015/2302 and packages booked less than 28 days before the start of the package, these two types of packages should be exempted from the limitation of advance payments introduced by this Directive.</del></p>	<p>FI (Comments):</p> <p>We support this deletion.</p> <p>HR (Comments):</p> <p>We agree with removing the rules on downpayments.</p> <p>RO (Comments):</p> <p>We agree</p>
<p>(15) Where a travel service contained in a package is cancelled or not performed and where advance payments have been made to the respective service provider, organisers should be entitled to a refund of</p>	<p>FI (Drafting Suggestions):</p>

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<p>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>delete</p> <p>FI <b>(Comments):</b></p> <p>We do not support that this directive regulates business to business activities. B2B relations should be based on freedom of contract and no mandatory provisions should apply.</p> <p>IT <b>(Comments):</b></p> <p>It is proposed to add the request for increased damages for re-routing costs that shortly before the departure date are higher. This is to avoid strategic speculation by suppliers (formerly planned overbooking).</p> <p>MT <b>(Drafting Suggestions):</b></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, <del>organisers</del> <b><u>the buyer (irrespective of whether this is the organizer or the traveller)</u></b> should be entitled to a refund of the payments made from service providers within <del>7</del> <b><u>15</u></b> days. This right to refund should enable organisers to comply with their obligation to refund travellers within <del>14</del> <b><u>30</u></b> 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 <del>7</del> <b><u>15</u></b> days should enable organisers to make alternative</p>

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	<p>arrangements.</p> <p><b><u>In situations where refunds have to be done <i>en masse</i> or in extraordinary circumstances, these days shall not be applicable, and refunds shall be made without undue delay.</u></b></p> <p>MT (Comments):</p> <p><b><u>Rationale</u></b></p> <p>The Covid period has clearly indicated that the 14 day period is not enough in situations where a large number of travellers need to be refunded at the same time. The obligation to refund within a 7 day period for service providers and a 14 day period for organisers is too stringent, particularly in extraordinary circumstances or where refunds are to be done en masse. MT is in favour of extending the 7 day and the 14 day period.</p> <p>MT has a serious concern on how the B2B refund can be enforced effectively.</p> <p>‘organiser’ in the first part of this recital should be changed to ‘buyer’ as the refund should be done between the seller and the buyer i.e refunding of the same account.</p> <p>If the financial burden of meeting refund obligations would heavily impact the financial viability of the undertaking or the sector - given the extraordinary circumstances, it should be permitted that impacted undertakings are allowed to stagger payments of those refunds within a reasonable time, thereby preventing the undertaking from becoming insolvent and triggering the national insolvency mechanism. Also, this</p>

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	<p>would reduce the risk of a systemic crisis in the travel sector, and promote the continued operation of SMEs.</p> <p>RO (Comments): We agree</p>
<p>(16) In certain situation voluntary vouchers to travellers can be a useful alternative to refunds. Vouchers can give more flexibility to organisers in particular if they are confronted with the obligation to make many refunds within a short period of time. At the same time, vouchers can be acceptable for travellers who do not need an instant refund, as long as there are specific legal guarantees. Therefore, clear rules on vouchers should be laid down which provide such guarantees. Those guarantees should include <del>transpareney</del> <b>compulsory information</b> on the voluntary nature and on the key characteristics of vouchers <b><u>before travellers accept the voucher. It is also appropriate to specify the necessary information to be mentioned on the voucher itself,</u></b> as well as on travellers' rights in relation to vouchers, for example, the fact <del>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.</del> <b><u>Before they accept a voucher, travellers should also be informed on the amount of their refund right, the value of the voucher in the relevant currency, and its validity period.</u></b></p>	<p>AT (Comments): From a consumer's point of view the clarification that the traveller has to receive 'compulsory' information before accepting the voucher is appreciated. However, the phrase 'compulsory' is new in the context of the PTD. It should be ensured that uniform phrasings are used.</p> <p>FI (Comments): We support this amendment.</p> <p>FR (Comments): Les autorités françaises <b>soutiennent</b> la nouvelle rédaction de ce considérant qui clarifie la nécessité d'encadrer l'émission des bons à valoir. The French authorities <b>support</b> the new wording which clarifies the need to regulate the issuance of vouchers.</p> <p>NL</p>

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	<p><b>(Drafting Suggestions):</b></p> <p>(16) In certain situation voluntary vouchers to travellers can be a useful alternative to refunds. Vouchers can give more flexibility to organisers in particular if they are confronted with the obligation to make many refunds within a short period of time. At the same time, vouchers can be acceptable for travellers who do not need an instant refund, as long as there are specific legal guarantees. Therefore, clear rules on vouchers should be laid down which provide such guarantees. Those guarantees should include transparency <b><u>compulsory information before travellers accept the voucher. It is also appropriate to specify the necessary information to be mentioned on the voucher itself. It is only possible to suspend the refund right of the traveller, if the traveller was specifically informed about it and accepts the voucher explicitly. This means that the consumer accepts the voucher seperatly from other statements or agreements and by active and unequivocal conduct.</u></b></p> <p><b><u>Optional</u></b>  <b><u>Both conditions can be filled, for instance, by ticketing a box, pressing a button or activating a similar function.</u></b></p> <p>NL</p> <p><b>(Comments):</b></p> <p>It is not clear what the meaning is of “explicitly” in article 12a means . We have our concerns that traders will inform consumers via the terms of reference. To prevent this we suggest to use the Digital content directive as example (EU/2019/770) and to make this clear and more</p>

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	<p>concrete”.</p> <p>The digital content directives makes it possible for traders to deviate from if the consumer was specifically informed about it <u>and if the consumer accepts it separately from other statements or agreements and by way of active and unequivocal conduct</u>. Both conditions could, for instance, be fulfilled by ticking a box, pressing a button or activating a similar function. (See recital 49, 53 and article 8 paragraph 5 of the Digital content directive).</p> <p>RO (Comments): We agree</p>
<p><b><u>(16a) On grounds of legal certainty it is appropriate to lay down there should be rules on the validity period of vouchers, and its possible extension, as well as on its end when an organiser becomes insolvent. It is also appropriate to lay down that, during the validity period of the voucher, the traveller’s right to a refund should be suspended and to specify the instances where such suspension ends and the traveller regains their refund rights at the end of the validity period where the voucher has not been redeemed or has been redeemed only partially. For example, as soon as a voucher is partially redeemed, organisers should refund travellers the remaining amount of their refund right.</u></b> 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, <b><u>the amount of the traveller’s refund right and the higher amount of the</u></b></p>	<p>DE (Comments):</p> <p>Germany suggests to state in a recital that the insolvency protection of the voucher ends in case where other travel services than package travel or linked travel arrangements services are booked. Otherwise, the protection of the voucher would be more extensive than the protection of a refund of the travel price in cash</p> <p>In addition, Germany suggests the deletion of the proposal insofar as organisers should refund travellers the remaining amount of their refund right as soon as a voucher is partially redeemed. In consequence of the regulation service provider would not be able to plan with any reliability if travellers decide to use a voucher.</p>

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<p><del>voucher shall be mentioned on the voucher and</del> insolvency protection should be limited to the amount of payments received from the traveller's <b>refund right</b>. <b>Since vouchers have a specific monetary value, it is appropriate to lay down that they may be used for any service offered by the organiser and are transferable without any additional costs/fees. Still, Transferees should be obliged to inform the organiser on their identity, so that they can receive the refund when the voucher has not been redeemed.</b></p>	<p>EE <b>(Comments):</b> EE: please see our comments on article 12a</p> <p>FI <b>(Comments):</b> We support this amendment.</p> <p>FR <b>(Drafting Suggestions):</b> <b>(16a) On grounds of legal certainty it is appropriate to lay down there should be rules on the validity period of vouchers, and its possible extension, as well as on its end when an organiser becomes insolvent. It is also appropriate to lay down that, during the validity period of the voucher, the traveller's right to a refund should be is suspended and to specify the instances where such suspension ends and the traveller regains their refund rights at the end of the validity period where the voucher has not been redeemed or has been redeemed only partially. For example, as soon as a voucher is partially redeemed, organisers should refund travellers the remaining amount of their refund right, using the same payment method the traveller used to buy the package.</b> 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, <b>the amount of the traveller's refund right and the higher amount of the voucher shall be mentioned on the voucher and</b> insolvency protection should be limited to the amount of payments received from the</p>

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	<p>traveller's refund right. <u>Since vouchers have a specific monetary value, it is appropriate to lay down that they may be used for any service offered by the organiser and are transferable once without any additional costsfees. Still, Transferees Traveller should be obliged to be obliged to inform the organiser on their the identity of the person he wants to transfer the voucher to, in a simple way, so that they can receive the refund when the voucher has not been redeemed. In order to prevent the risks of money laundering or terrorist financing, vouchers could only be transferred once.</u></p> <p>FR (Comments):</p> <p><b>En premier lieu, les autorités françaises soulignent les risques liés à un transfert répété des avoirs.</b></p> <p>En effet, l'utilisation du bon à valoir mérite d'être davantage encadrée car cette utilisation n'est pas nominative (sauf pour le dernier possesseur, qui doit se signaler pour être remboursé). L'avoir apparaît aussi non-traçable qu'un paiement en espèces. Cette impossibilité de tracer les flux est un facteur de risques de blanchiment d'argent et de financement du terrorisme.</p> <p>Or, les dispositifs actuels de lutte contre le blanchiment et le financement du terrorisme ne trouveraient pas à s'appliquer pour le transfert des avoirs. Pour mémoire, un plafond de paiement par espèces ou par monnaie électronique est fixé à 10.000 € dans l'Union européenne. Par ailleurs, l'émission et le décaissement de bons à valoir ne ferait intervenir aucun des professionnels assujettis à la lutte contre le blanchiment et le financement du terrorisme au titre de l'article L. 561-2</p>

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	<p>du code monétaire et financier, qui se doivent d'appliquer de strictes obligations de vigilance. Or, ces professionnels, lorsqu'ils agissent comme intermédiaires dans une transaction, peuvent identifier une opération suspecte et ont alors le devoir de la signaler à la cellule de renseignement financier. Ce filet de sécurité serait absent dans le cas des bons à valoir émis par un voyageur.</p> <p><b>Les autorités françaises estiment qu'une solution simple pour limiter ces risques est de prévoir que l'avoir ne sera transférable qu'une seule fois.</b></p> <p><b>En second lieu, les autorités françaises soulignent que le mécanisme d'information par le voyageur en cas de transfert du bon à valoir doit être simple, afin de ne pas rendre ce droit inopérant.</b></p> <p><b>Elles proposent donc des amendements afin de limiter le transfert des avoirs à une seule opération et de prévoir pour le voyageur un mécanisme d'information simple.</b></p> <p><b>First, the French authorities stress the risks associated with a repeated transfer of vouchers.</b></p> <p>Indeed, the use of the voucher deserves to be more regulated because this use is not nominative (except for the last owner, who must report to be refunded). The voucher appears as non-tradable as a cash payment. This inability to trace flows is a risk factor for money laundering and terrorist financing.</p> <p>However, the current mechanisms to fight against money laundering and terrorist financing would not apply to the transfer of vouchers. For the record, a maximum payment by cash or electronic money is set at 10,000 € in the European Union. Moreover, the issue and disbursement of vouchers would not involve any of the professionals subject to the</p>

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	<p>fight against money laundering and terrorist financing under Article L. 561-2 of the Monetary and Financial Code, who must apply strict obligations of vigilance. However, these professionals, when acting as intermediaries in a transaction, can identify a suspicious transaction and then have the duty to report it to the financial intelligence unit. This safety net would be missing for vouchers issued by a tour operator.</p> <p><b>The French authorities consider that a simple solution to limit these risks is to ensure that the voucher will only be transferred once. Secondly, the French authorities stress that the mechanism according to which the traveller must inform the organiser in the event of transfer of the voucher must be simple, so as not to render this right ineffective.</b></p> <p><b>They therefore propose amendments to limit the transfer of vouchers to a single operation and to provide for a simple information mechanism for the traveller.</b></p> <p>RO  <b>(Comments):</b>                  We agree</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 inform the Commission and the central contact points of the other</p>	<p>AT  <b>(Comments):</b>                  The reference to the Union provisions on State aid in this recital is sufficient and does not need to be mentioned in the text itself.</p> <p>RO</p>

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<p>Member States about such mechanisms. Such mechanisms are normally funded exclusively through contributions from organisers. Only in exceptional <b>and duly justified</b> 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><b>(Comments):</b> We agree</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. <b><u>The assessment as to whether unavoidable and extraordinary circumstances will have significant effects on the performance of the package must be based on a prediction, at the moment of the termination of the contract, of the likelihood that the unavoidable and extraordinary circumstances will have significant effects on the performance of the package. Where a traveller terminates the contract, such assessment must be made from the perspective of an average traveller who is reasonably well-informed and reasonably observant and circumspect, based on information available at the date of termination of the package travel contract in question. Effects of unavoidable and extraordinary circumstances occurring at the place of departure, destination and at the various places connected</u></b></p>	<p>AT <b>(Comments):</b> The clarifications of the assessment of unavoidable and extraordinary circumstances in accordance with ECJ case law are welcomed. The phrasing ‘...should be taken into account where they affect the performance of travel services included in the package travel contract’ seems inaccurate. A package can be performed, however, a single travel service is not performed, but rather provided. So it would be preferable to speak of ‘provision of travel services’. It should also be clarified that in the case of a journey that is not part of a package, circumstances such as traffic jams, train delays or similar restrictions of this magnitude are not unavoidable and extraordinary circumstances.</p> <p>DE <b>(Comments):</b> Germany welcomes the decision to avoid a reference to unavoidable, exceptional circumstances at the place of residence. From Germany's point of view, however, unavoidable and extraordinary circumstances should only have an implication for travellers’ rights if</p>

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<p><b><u>with the start and return of the trip in question or affecting the journey to or from the destination should be taken into account where they affect the performance of travel services included in the package travel contract.</u></b></p>	<p>they occur at a place that is directly connected to a contractual service obligation of the organiser. Only a connection of this kind justifies a responsibility on the part of the organiser for extraordinary circumstances (see below for suggested wording).</p> <p>EL <b>(Comments):</b></p> <p>We believe that, the situation at traveller’s place of departure should not be considered as a possible reason for free cancellation by the traveller. The tour operator should only be liable for what is set out in the package travel contract.</p> <p>However, if the Commission finally decides to introduce such a right, then Article 22(2), referring to the organiser's right of redress, should be aligned with Article 12(2), meaning that the organiser should be refunded for all services composing the package, even the ones that were performed or could have been performed. Otherwise, there is a strong possibility that a supplier will retain the travellers' monies, leading the organiser to reimburse the traveller from its own funds, further weakening the organiser's liquidity and giving the suppliers an unfair advantage in retaining the traveller's monies.</p> <p>FI <b>(Comments):</b></p> <p>We support this amendment where the reference to traveller’s place of residence has been deleted.</p> <p>FR <b>(Drafting Suggestions):</b></p>

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	<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. <b><u>The assessment as to whether unavoidable and extraordinary circumstances will have significant effects on the performance of the package must be based on a prediction, at the moment of the termination of the contract, of the likelihood that the unavoidable and extraordinary circumstances will have significant effects on the performance of the package. Where a traveller terminates the contract, such assessment must be made from the perspective of an average traveller who is reasonably well-informed and reasonably observant and circumspect, based on information available at the date of termination of the package travel contract in question. Effects of unavoidable and extraordinary circumstances occurring at the place of departure, destination and at the various places connected with the start and return of the trip in question or affecting the journey to or from the destination should be taken into account where they affect the performance of travel services included in the package travel contract.</u></b></p> <p>FR (Comments):</p>

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	<p>S'agissant de la prise en compte du lieu de départ, telle que mentionnée dans l'article 12 paragraphe 2 et dans le considérant 18, <b>les autorités françaises réitèrent leur opposition à la prise en compte des lieux de départ</b>. Ce changement aboutirait en effet à une multiplication des contentieux.</p> <p><b>Elles proposent donc un amendement en ce sens.</b></p> <p>With regard to the place of departure, as mentioned in Article 12 paragraph 2 and in recital 18, <b>the French authorities reiterate their opposition to taking into account the places of departure</b>. This change would indeed lead to an increase in litigation.</p> <p><b>Thus, they suggest a drafting amendment.</b></p> <p>IT</p> <p><b>(Drafting Suggestions):</b></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>taking into account objective circumstances outside the subjective sphere of the traveller. Illnesses or accidents occurring to the traveller or a member of his family prior to departure are not considered relevant circumstances within the meaning of this provision.</b></p> <p>The assessment as to whether unavoidable and extraordinary</p>

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	<p>circumstances will have significant effects on the performance of the package must be based on a prediction, at the moment of the termination of the contract of the likelihood that the unavoidable and extraordinary circumstances will have significant effects on the performance of the package <b>and on the likelihood that they will also be present when the contract will be executed.</b> Where a traveller terminates the contract, such assessment must be made from the perspective of an average traveller who is reasonably well-informed and reasonably observant and circumspect, based on information available at the date of termination of the package travel contract in question. Effects of unavoidable and extraordinary circumstances occurring at the place of <b>departure</b>, destination and at the various places <b>connected with the start and return</b> of the trip in question or affecting the journey to or from the destination should be taken into account where they affect the performance of travel services included in the package travel contract</p> <p>IT <b>(Comments):</b></p> <p>A temporal point of reference must be included. In particular, the assessment of whether unavoidable and extraordinary circumstances may affect the performance of the package must be closely linked to the date of departure. Indeed, the presence of such circumstances at the time of cancellation does not necessarily indicate that they will be present at the time of departure.</p> <p>It must be avoided that an extraordinary circumstance may guarantee the traveller the right of cancellation, always and in any case, notwithstanding that the date of departure is far away in time and</p>

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	<p>therefore the circumstance in question is in fact liable to be resolved before departure, making the package possible and obviously safe. It is suggested that unavoidable and extraordinary circumstances at the place of destination and not at the place of departure should be considered relevant. Alternatively, the Recital should better delineate what is meant by extraordinary circumstances at the place of departure that may be relevant under Art. 12 (travel restrictions or prohibitions, pandemic, etc.).</p> <p>RO (Comments): We agree</p>
<p><b><u>(18a) Unavoidable and extraordinary circumstances may cover not only circumstances which make it impossible to perform a package but also circumstances which, without preventing such performance, mean that the package cannot be performed without exposing the travellers concerned to risks to their health and safety, taking into account, where appropriate, personal circumstances of the travellers concerned, such as the fact of travelling with young children or of belonging to a higher-risk group. Furthermore, effects occurring at the place of departure and at the various places connected with the start and return of the trip in question may also be taken into account where they affect the performance of travel services included in the package travel contract.</u></b></p>	<p>AT (Comments):</p> <p>It should be ensured that the case law of the ECJ is accurately reproduced. In C-299/22 it is stated that: ‘As regards, more specifically, the possible relevance, for the purposes of assessing the condition relating to the existence of such effects, of personal factors relating to the individual situation of travellers, such as the fact of travelling with young children or of belonging to a higher-risk group, it should be emphasised that those consequences must be established objectively, in the same way as the circumstances which caused them [...]’ (paragraph 54). ‘This does not call into question the fact that personal factors are not sufficient, as such, to justify the traveller concerned exercising his right to terminate a package travel contract without paying a termination</p>

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	<p>fee, in accordance with Article 12(2) of Directive 2015/2302, in so far as such factors are only relevant where they are such as to influence the assessment of the consequences objectively attributable to the occurrence of ‘unavoidable and extraordinary circumstances’, within the meaning of that provision.’ (paragraph 57)</p> <p>DE <b>(Drafting Suggestions):</b> Delete para. 18a.</p> <p>DE <b>(Comments):</b> Germany is reluctant to take into account personal circumstances of the traveller, as this extends the responsibility of the organiser in an undue manner.</p> <p>EE <b>(Comments):</b> EE: In general, we see changes to article 12 as positive. However, we would like to more precisely discuss and analyse the last part of recital 18a (<i>unavoidable and extraordinary circumstances may cover not only circumstances which make it impossible to perform a package but also circumstances which, without preventing such performance, mean that the package cannot be performed without exposing the travellers concerned to risks to their health and safety, taking into account, where appropriate, personal circumstances of the travellers concerned, such as the fact of travelling with young children or of belonging to a higher-</i></p>

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	<p><i>risk group</i>).</p> <p>We understand that this explanation has been taken from the latest ECJ case law (C-299/22), however, this interpretation is given in the context of a specific worldwide pandemic. Firstly, if this explanation is added, it should be clarified, that this could occur in particularly in the case of a health crisis, such as the spread of COVID-19 (as stipulates in C-299/22 point 56 and 57). Meaning it should be clearly stated that personal factors are not sufficient, as such, to justify the traveller concerned exercising his right to terminate a package travel contract without paying a termination fee. Secondly, it should be specified that those circumstances can be taken into account in so far as they are objective in nature or if the parties have agreed on special conditions, i.e. the package was specifically adapted to the travellers needs or the organizer knew of the specific needs of the traveller (see C-299/22 point 55 and 59).</p> <p>FI  <b>(Comments):</b></p> <p>It should also be specified that travellers' personal extraordinary circumstances, such as their own or a family member's illness, are not as such unavoidable and extraordinary circumstances referred to in the Directive.</p> <p>FR  <b>(Drafting Suggestions):</b></p> <p><b><u>(18a) Unavoidable and extraordinary circumstances may cover not only circumstances which make it impossible to perform a package</u></b></p>

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	<p><u>but also circumstances which, without preventing such performance, mean that the package cannot be performed without exposing the travellers concerned to risks to their health and safety, taking into account, where appropriate, personal circumstances of the travellers concerned, such as the fact of travelling with young children or of belonging to a higher-risk group. Furthermore, effects occurring at the place of departure and at the various places connected with the start and return of the trip in question may also be taken into account where they affect the performance of travel services included in the package travel contract.</u></p> <p>FR (Comments):</p> <p>Les autorités françaises réitèrent leur position selon laquelle les circonstances exceptionnelles et inévitables devraient résulter de phénomènes irrépressibles objectifs, et donc s’appliquer aux voyageurs, quels qu’ils soient. <b>Elles restent donc très réservées</b> à l’introduction de considérations qui risqueraient de complexifier la notion de circonstances exceptionnelles et inévitables et augmenteraient les risques de contentieux.</p> <p><b>Elles proposent donc des amendements en ce sens.</b></p> <p>The French authorities reiterate their position according to which exceptional and unavoidable circumstances should result from objective irrepressible phenomena, and therefore should apply to travelers, whoever they may be. <b>They therefore remain very cautious</b> about introducing considerations which could complicate the notion of exceptional and unavoidable circumstances and would increase the risk</p>

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	<p>of litigation.  <b>Thus, they suggest drafting amendments.</b></p> <p>IT  <b>(Drafting Suggestions):</b></p> <p>(18a) Unavoidable and extraordinary circumstances may cover not only circumstances which make it impossible to perform a package but also circumstances which, without preventing such performance, mean that the package cannot be performed without exposing the travellers concerned to risks to their health and safety, <del>taking into account, where appropriate, personal circumstances of the travellers concerned, such as the fact of travelling with young children or of belonging to a higher-risk group.</del></p> <p>IT  <b>(Comments):</b></p> <p>It is considered indispensable to include the criterion that the circumstances to be taken into account are objective. This Recital involves a high degree of interpretation, making its correct application in practice difficult. Prediction and case-by-case assessment must be based on objective criteria in order to avoid disputes in practice. Travellers must be protected on the basis of objectively evaluable circumstances, although related to subjective conditions, and not on the basis of circumstances based on the level of anxiety and fear of individual travellers.</p> <p>In practice, it can be observed that customers' decisions, when faced with the same event, are always very subjective; the same event prompts anxious and frightened travellers to cancel and others to leave, without</p>

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	<p>raising any problems. Here again, it is important to provide a time point of reference in order to avoid cancellations in the presence of unavoidable and extraordinary circumstances that can be completely resolved before departure.</p> <p>NL (Drafting Suggestions):</p> <p><b><u>18a) Unavoidable and extraordinary circumstances may cover not only circumstances which make it impossible to perform a package but also circumstances which, without preventing such performance, mean that the package cannot be performed without exposing the travellers concerned to risks to their health and safety, taking into account, where appropriate, personal circumstances of the travellers concerned, such as the fact of travelling with young children or of belonging to a higher risk group</u></b></p> <p>NL (Comments):</p> <p>We do not agree with adding this text regarding personal circumstances. In our opinion, this text broadens the scope of unavoidable and extraordinary circumstances. This added text can lead to differences between travellers based on personal circumstances. We believe that this is undesirable. We believe that this will also lead to more disputes between travellers and travel organizations, because it is not very clear which personal circumstances are a legal ground for cancellation. Our suggestion is therefore to keep it to objective criteria and to remove the marked text.</p>

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	<p>RO <b>(Comments):</b> We agree</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 <b>official</b> 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 <b>to determine if there are ‘unavoidable and extraordinary circumstances’ and if those circumstances will have significant effects on the performance of the package</b> when assessing the justification of the termination of a contract. <b>Every situation needs to be assessed on a case-by-case basis. Furthermore, the absence of official travel warnings does not prevent establishing the existence of those circumstances and their effects on the performance of the package.</b> 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>CZ <b>(Drafting Suggestions):</b> During the Covid-19 pandemic, different interpretations emerged regarding cancellation rights due to ‘unavoidable and extraordinary circumstances’ including in relation to the relevance of <b>official</b> 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, <b>are in practice often used to determine</b> are important elements <b>to determine if there are ‘unavoidable and extraordinary circumstances’ and if those circumstances will have significant effects on the performance of the package. Official travel warnings are not legally binding and there cannot be an obligation for the authorities of the Member States to issue them.</b> when assessing the justification of the termination of a contract. <b>Every situation needs to be assessed on a case-by-case basis. Furthermore, the absence of official travel warnings does not prevent establishing the existence of those circumstances and their effects on the performance of the package.</b> It should also be clarified that serious restrictions <b>introduced</b> at the travel destination or applying after returning from the trip or holiday, such as quarantine requirements for a significant period, are</p>

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	<p>also relevant when assessing the justification of the termination of a package travel contract.</p> <p>CZ  <b>(Comments):</b>                      CZ proposes changes to specify the wording of Article 12 (3a) as well as recital 19.</p> <p>DE  <b>(Drafting Suggestions):</b>                      Delete travel warning issued by member state of departure or destination.</p> <p>DE  <b>(Comments):</b>                      In the interests of legal certainty, this provision should only cover travel warnings issued by the authorities at the traveller's place of residence. Otherwise, there is a risk of considerable legal uncertainty in the event of contradictory travel warnings in different countries. If the cancellation demanded by DEU will not be implemented, the term 'official travel warning' would need to be clarified in more concrete terms so that it is clear which authorities in the Member States should have the competence to issue a relevant travel warning.</p> <p>EE  <b>(Drafting Suggestions):</b>                      (19) During the Covid-19 pandemic, different interpretations emerged regarding cancellation rights due to 'unavoidable and extraordinary</p>

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	<p>circumstances’ including in relation to the relevance of <b>official</b> 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, <b>are may be</b> important elements <b>to determine if there are ‘unavoidable and extraordinary circumstances’ and if those circumstances will have significant effects on the performance of the package</b> when assessing the justification of the termination of a contract. <b>Every situation needs to be assessed on a case-by-case basis. Furthermore, the absence of official travel warnings does not prevent establishing the existence of those circumstances and their effects on the performance of the package.</b> 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 <b>(Comments):</b></p> <p>We find it necessary to soften the wording to indicate that travel warnings <b>may be</b> important, rather than are important, in assessing whether the situation involves extraordinary and unavoidable circumstances. Here, it should be ensured that the wording of the provision does not interfere with the national court procedures of the Member States. In Estonia, for instance, no evidence can have predetermined weight for the court; no evidence can be more important than another. Although the recital clarifies that every case is to be</p>

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	<p>assessed case-by-case, the normative text still indicates that it is an important element. This creates issues of interpretation, which is why we propose to replace "are important" with "may be important" and to address all matters related to travel warnings solely in the recital.</p> <p>FI <b>(Comments):</b> We support this amendment.</p> <p>FR <b>(Drafting Suggestions):</b></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 <b>official</b> travel warnings. <del>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 to determine if there are ‘unavoidable and extraordinary circumstances’ and if those circumstances will have significant effects on the performance of the package when assessing the justification of the termination of a contract. Every situation needs to be assessed on a case-by-case basis. Furthermore, the</del> <b>The absence of official travel warnings does not prevent establishing the existence of those circumstances and their effects on the performance of the package.</b> 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</p>

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	<p>the termination of a package travel contract.</p> <p>FR</p> <p><b>(Comments):</b></p> <p><b>Les autorités françaises réitèrent leur opposition à l'introduction de la mention des conseils aux voyageurs et le lien établi avec la caractérisation d'une situation de « circonstances exceptionnelles et inévitables ».</b></p> <p>Elles rappellent notamment que :</p> <ul style="list-style-type: none"> <li>- les conseils aux voyageurs ne relèvent en aucun cas d'une compétence de l'UE, mais de la politique consulaire des États membres pour laquelle l'UE n'a qu'une compétence d'appui : leur intégration expresse à tout texte normatif européen est donc à observer avec la plus grande prudence, quand bien même ce serait par simple référence ;</li> <li>- si les conseils aux voyageurs sont dépourvus de caractère normatif et impératif, ils pourraient fonder l'engagement de la responsabilité de l'État pour faute ; leur intégration expresse dans la directive apparaît à cet égard susceptible de renforcer le risque de recours à l'encontre de l'État, en parallèle des litiges entre consommateurs et prestataires de services de voyage.</li> </ul> <p><b>Elles proposent donc des amendements en ce sens.</b></p> <p><b>The French authorities reiterate their opposition to the introduction of the mention of travel advice and the link established with the characterization of a situation of “exceptional and unavoidable circumstances”.</b></p> <p>They underline that:</p> <ul style="list-style-type: none"> <li>- travel advice does not in any way fall within the competence of the</li> </ul>

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<p align="center"><b>Presidency text proposal ST 9562/24 REV 1</b></p>	<p align="center"><b>Drafting Suggestions and Comments</b></p>
	<p>EU, but rather under the consular policy of the Member States for which the EU only has a supporting competence: their express inclusion into any European normative text is therefore to be observed with the greatest caution, even if it is by simple reference;</p> <p>- if the travel advice is not prescriptive and mandatory, it could provide a basis for the State to be held liable for fault; their express integration into the directive seems likely to reinforce the risk of recourse against the State, in parallel with disputes between consumers and travel service providers.</p> <p><b>Thus, they suggest drafting amendments.</b></p> <p>HR (Drafting Suggestions):</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 <b>official</b> 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, <b>but not exclusive,</b> elements <b>to determine if there are ‘unavoidable and extraordinary circumstances’ and if those circumstances will have significant effects on the performance of the package</b> when assessing the justification of the termination of a contract. <b>Every situation needs to be assessed on a case-by-case basis. Furthermore, the absence of official travel warnings does not prevent establishing the existence of those circumstances and their effects on the performance of the package.</b> It should also be clarified</p>

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	<p>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>IT (Drafting Suggestions):</p> <p><del>(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 official travel warnings. It is, therefore, appropriate to specify that official travel warnings for the travel destination issued by the authorities of the Member State of the traveller’s residence or departure or the country of destination, are important elements to determine if there are ‘unavoidable and extraordinary circumstances’ and if those circumstances will have significant effects on the performance of the package when assessing the justification of the termination of a contract. Every situation needs to be assessed on a case by case basis. Furthermore, the absence of official travel warnings does not prevent establishing the existence of those circumstances and their effects on the performance of the package. 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.</del></p> <p>IT (Comments):</p>

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	<p>We take note of the additions made to clarify the scope of unavoidable and extraordinary circumstances and also of any official travel advice. We reiterate our concerns as to whether this should be explicitly referred to in the regulatory text and in the recitals. In fact, recital 31 clearly outlines in which cases the traveller may exercise the right to withdraw from the contract. It is also reiterated that the authorities' travel warnings have an informative and precautionary value, but do not have the force of law to affect a contract governed by specific rules. This is supported by the fact that they are not valid in the opposite sense: their absence does not exclude the existence of unavoidable and extraordinary circumstances.</p> <p>NL <b>(Drafting Suggestions):</b></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 <b>official</b> 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, <b>are important elements may have considerable evidential value to determine if there are ‘unavoidable and extraordinary circumstances’. and if those circumstances will have significant effects on the performance of the package</b> when assessing the justification of the termination of a contract. <b>Every situation needs to be assessed on a case-by-case basis. Furthermore, the absence of</b></p>

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	<p><b><u>official travel warnings does not prevent establishing the existence of those circumstances and their effects on the performance of the package.</u></b> 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>NL <b>(Comments):</b></p> <p>We suggest to stay close to the text of the opinion of ECJ in paragraph 37 of the Tez Tour case. This states that official travel warnings <b>may</b> have considerable evidential value.</p> <p>Furthermore, our biggest concern is creating a precedent. National travel warnings do not have a judicial status, but are an advice. With this text proposals we would like to prevent the legalization of travel warnings.</p> <p>PT <b>(Comments):</b></p> <p>PT welcomes the clarification of the role of official travel warnings.</p> <p>RO <b>(Comments):</b></p> <p>We agree</p>
<p>(20) It should also be clarified that the 14-day refund period, which is triggered by <b>the any</b> termination of the contract, applies regardless of</p>	<p>AT</p>

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<p>whether the traveller specifically asks for a refund. <u><b>The organiser should reimburse all payments made by or on behalf of the traveller for the package. It is also appropriate to specify that, where insurance is part of the package travel contract, organisers may subtract any amount paid for periods of insurance cover already enjoyed by the traveller, such as cancellation insurance and, where applicable, any appropriate and justifiable termination fee.</b></u></p>	<p><b>(Comments):</b></p> <p>Travel insurance is no travel service under the PTD and the organiser usually acts as an insurance agent. Because of various implications, travel insurance contracts and possible refund rights concerning them should not be part of the PTD.</p> <p>CZ</p> <p><b>(Drafting Suggestions):</b></p> <p>(20) (...) This does not apply to situations where the organiser only intermediates a conclusion of an insurance contract between an insurance company and the traveller and such an insurance contract is not part of the package travel contract.</p> <p>CZ</p> <p><b>(Comments):</b></p> <p>In CZ, insurance normally is not part of the package travel contract, travel agencies usually only intermediate the conclusion of an insurance contract between an insurance company and a consumer. It would be practical to specify if Art. 12/4 also applies to these situations of intermediation. CZ prefers that such situations are not included because the inclusions would lead to significant changes in the way how travel agencies work. We suggest therefore an addition in Recital 20.</p> <p>DE</p> <p><b>(Comments):</b></p> <p>Germany sees the reference to insurances critically, see below (Article 12 paragraph 4).</p>

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	<p>EE <b>(Comments):</b></p> <p>EE would prefer deleting the last sentence as it creates confusion. According to the definition of package and the recital 17, financial services as such are not considered as travel services and thus they cannot be a part of a travel package</p> <p>FI <b>(Comments):</b></p> <p>We do not support including references to financial services or any other types of services than tourist services in this directive. If insurance premiums are mentioned also for example interest from credits used to finance the trip should also be mentioned. Furthermore operating insurance business as an insurer requires authorisation under Solvency II directive, with the exception of small insurance companies. If the organiser acts as an insurance intermediary the organiser is not party to the insurance contract.</p> <p>FR <b>(Drafting Suggestions):</b></p> <p>(20) It should also be clarified that the 14-day refund period, which is triggered by <del>the</del> <b>any</b> termination of the contract, applies regardless of whether the traveller specifically asks for a refund. <b><u>The organiser should reimburse all payments made by or on behalf of the traveller for the package, including all processing fees. It is also appropriate to specify that, where insurance is part of the package travel contract, organisers may subtract any amount paid for periods of</u></b></p>

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	<p><b><u>insurance cover already enjoyed by the traveller, such as cancellation insurance and, where applicable, any appropriate and justifiable termination fee.</u></b></p> <p>FR <b>(Comments):</b></p> <p>Les autorités françaises considèrent qu’il est nécessaire de préciser que les frais de dossier doivent dans tous les cas être intégralement remboursés. Elles proposent donc un amendement en ce sens. <b>The French authorities consider it is necessary to specify that the processing fees must in all cases be fully reimbursed.</b> <b>Thus, they suggest a drafting amendment.</b></p> <p>IT <b>(Comments):</b></p> <p>We agree with the changes made in recital 20. In particular, with the provision that if the insurance is part of the package tour contract, the organiser may subtract from the refund due to the traveller the premiums paid for the period already insured, prior to the termination of the package tour contract.</p> <p>MT <b>(Drafting Suggestions):</b></p> <p>(20) It should also be clarified that the 14-day refund period, which is triggered by the <b>any</b> termination of the contract, applies regardless of whether the traveller specifically asks for a refund. <b><u>The organiser should reimburse all payments made by or on behalf of the traveller</u></b></p>

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	<p><u>for the package. It is also appropriate to specify that, where insurance is part of the package travel contract, organisers may subtract any amount paid for periods of insurance cover already enjoyed by the traveller, such as cancellation insurance and, where applicable, any appropriate and justifiable termination fee.</u></p> <p>MT (Comments):</p> <p><b><u>Rationale</u></b> The insurance provision should be removed due to the following reasons: 1. The actual insurance in the current Directive is not considered a travel service – Vide Recital 17 - <i>Financial services such as travel insurances should not be considered as travel services</i> and this should remain as conceptually the travel insurance is an external factor to the package and is there to protect the traveller from vis-à-vis the package purchased. 2. Travel insurances are commonly sold wholistically and the premium paid is not broken down but it would cover a comprehensive policy. Calculating the percentage of refund can prove challenging and create disputes.</p> <p>RO (Comments): We agree</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</p>	<p>FI</p>

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<p>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, <b><u>including due to a price reduction</u></b>, or had received a voucher from the organiser before its insolvency.</p>	<p><b>(Drafting Suggestions):</b></p> <p>.... <b><u>including due to a price reduction, if the organiser has accepted travellers claim or there is an outcome from ADR or court accepting the right to price reduction</u></b>, or had received a voucher from the organiser before its insolvency.</p> <p>FI <b>(Comments):</b></p> <p>We support including price reductions in insolvency protection, but only if the traveller’s right is not disputed when the request is made to the provider of the insolvency protection. This means that either the organiser has accepted the traveller’s claim or there is an outcome from an dispute handling entity such as ADR or Court. Otherwise the handling of insolvency and repayments to travellers would be too complicated.</p> <p>IT <b>(Comments):</b></p> <p>Agree with the changes made.</p> <p>RO <b>(Comments):</b></p> <p>We agree</p>
<p>(22) In order to ensure <b><u>the</u></b> effectiveness of insolvency protection for</p>	<p>DE</p>

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<p>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 <del>anticipated</del> volume of packages sold in a given period <b><u>compared to the anticipated sales</u></b> should be taken into account. It should be clarified that Member States should supervise the insolvency protection of organisers and monitor the <del>market for the provision</del> <b><u>availability</u></b> of insolvency protection <del>and that</del>. If necessary <b><u>to ensure effective insolvency protection</u></b>, Member States <del>should be able to</del> <b><u>may</u></b> require <del>an additional a second level of protection</del> <b><u>mechanisms</u></b>, such as a back-up fund <b><u>to complement, for instance, the protection provided by insurance policies</u></b>. <del>This may be relevant, for example, where insurance policies do not provide the required level of protection.</del> Such back-up funds should normally be funded exclusively through contributions from organisers <del>and</del>. <del>It should be clarified that such measures can</del> <b><u>should</u></b> be co-financed by the Member States only in exceptional <b><u>and duly justified</u></b> circumstances. <del>and reiterated that those provisions are without prejudice to the Union provisions on State aid insofar</del> <b><u>Insofar</u></b> as such measures involve State aid, <b><u>the Union provisions on State aid apply</u></b>.</p>	<p><b>(Comments):</b>                  See comment on Article 17 para. (2).                  Germany asks the Presidency to specify in their next proposal what exactly is meant by “Member States should supervise the insolvency protection of organizers and monitor the availability of insolvency protection”. Should insolvency protection be regularly supervised by a state authority or is it sufficient to check whether an organizer has insolvency protection if there is a specific suspicion? Is it sufficient to ensure that every organizer has access to insolvency protection?</p> <p>IT  <b>(Comments):</b>                  Agree with the changes made.</p> <p>PT  <b>(Drafting Suggestions):</b>  <i>(...) Such back-up funds should normally be funded exclusively through contributions from organisers <b>and</b> it should be clarified that such measures can <b>should may</b> be co-financed by the Member States only in exceptional <b>and duly justified</b> circumstances.</i></p> <p>PT  <b>(Comments):</b>                  With regard to the changes introduced in recital 22, it appears from the text that MS may require additional mechanisms to complement, for example, “the protection provided by insurance policies”.                  According to the recital, such mechanisms should, in principle, be</p>

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	<p>financed exclusively by contributions from the organizers and should only be co-financed by Member States in exceptional and duly justified circumstances.                      Since it will be up to the MS to assess the need for co-financing, we suggest that the wording be changed to replace <i>should</i> by <i>may</i>.</p> <p>RO                      (Comments):                      We agree</p>
<p>(23) Regarding refunds of <u>travellers'</u> payments in case of an organiser's insolvency, the period for refunds should be further specified, referring to <del>3</del><u>12</u> 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>EE                      (Comments):                      EE can support this proposal and we are also flexible with shorter deadline, e.g 6 months</p> <p>FI                      (Drafting Suggestions):                      delete</p> <p>FI                      (Comments):                      This is a problematic question as 3 months might be long enough in cases where the insolvent organiser is small. But 12 months is probably too short if a major organiser is insolvent. There may be tens of thousands of claims coming in within a very short time.                      That is why we prefer the current text in the PTD (with out undue delay</p>

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	<p>after the traveller's request) .</p> <p>FR (Drafting Suggestions):</p> <p>(23) Regarding refunds of <b>travellers'</b> payments in case of an organiser's insolvency, the period for refunds should be further specified, referring to <del>3-12</del> <b>6</b> months after the traveller has submitted the documents necessary to examine the request. <b>Each Member State may establish the list of documents that the traveler must submit for the examination of his request.</b> It is also appropriate to lay down in a provision that Member States may require retailers to take out insolvency protection in addition to organisers.</p> <p>FR (Comments):</p> <p><b>Les autorités françaises considèrent qu'un délai de 6 mois serait suffisant</b> pour que le garant procède au remboursement du consommateur. Au-delà, le délai serait préjudiciable pour le consommateur et, en tout état de cause, le délai de 12 mois proposé serait excessif et de nature à dégrader les droits du consommateur.</p> <p><b>En outre, les autorités françaises proposent que chaque État Membre puisse fixer la liste</b> des documents que le voyageur doit présenter pour l'examen de sa demande.</p> <p><b>Elles proposent donc des amendements en ce sens.</b></p> <p><b>The French authorities consider that the period of 6 months is sufficient</b> for the guarantor to reimburse the consumer. Beyond that, the delay would be harmful for the consumer and, in any case, the proposed 12-month period would be excessive and likely to degrade consumer</p>

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	<p>rights.  <b>Furthermore, the French authorities propose that each Member State could establish the list of documents to be joined to the traveller's demand.</b>  <b>Thus, they suggest drafting amendments.</b></p> <p>HR  <b>(Drafting Suggestions):</b></p> <p>23) Regarding refunds of <b>travellers'</b> payments in case of an organiser's insolvency, the period for refunds should be further specified, referring to <del>3</del><b>12</b> 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>HR  <b>(Comments):</b></p> <p>From the consumer protection point of view, 12 months is too long</p> <p>IT  <b>(Comments):</b></p> <p>We agree on the increase from 3 to 12 months of the deadline for the refund to the traveler of payments affected by the insolvency of the organiser, starting from the presentation by the traveler of all the documents necessary to examine the request.</p> <p>MT  <b>(Drafting Suggestions):</b></p>

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	<p>(23) Regarding refunds of <u>travellers'</u> payments in case of an organiser's insolvency, the period for refunds should be further specified, referring to <u>12</u> months <b><u>from when the organiser is considered at national law as insolvent/bankrupt (whether by court decree or otherwise depending on the relative procedure) and</u></b> 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>.</p> <p>MT (Comments):</p> <p><b><u>Rationale</u></b> This is an important element that as declarations and confirmations of insolvency are different in Member States. The wording of the Directive has to acknowledge and reflect these differences.</p> <p>NL (Drafting Suggestions):</p> <p>(23) Regarding refunds of <u>travellers'</u> payments in case of an organiser's insolvency, the period for refunds should be further specified, referring to <b><u>six 12</u></b> 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>NL (Comments):</p>

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	<p>We believe that six months is a reasonable compromise between three and 12 months.</p> <p>RO  <b>(Comments):</b>                      We agree</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>	<p>RO  <b>(Comments):</b>                      We agree</p>
<p>(25) It is important that travellers are properly informed on their rights, are able to understand the information provided to them and have access to that information when they need it. Therefore, certain changes should be made regarding pre-contractual information requirements, the content of a package travel contract and the standard information forms set out in Annexes I and II to Directive (EU) 2015/2302. For example, the standard information forms in Annex I should specify the trader responsible for refunds for cancelled packages. The right to terminate a package travel contract without a fee due to unavoidable and extraordinary circumstances should be presented next to the possibility to cancel a package subject to a cancellation fee. In addition, organisers should be obliged to add the standard information form to the contract so that it is available to travellers after the conclusion of the contract, along with contact details of the relevant traders.</p>	

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(26) Directive (EU) 2015/2302 should, therefore, be amended accordingly.	
(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 that Article, this Directive does not go beyond what is necessary in order to achieve that objective.	RO (Comments): We agree
(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.	RO (Comments): We agree
(29) The Commission should submit to the European Parliament and to the Council a report on the application of this Directive within 5 years	

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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:	
<i>Article 1</i>	
<b>Amendments to Directive (EU) 2015/2302</b>	
Directive (EU) 2015/2302 is amended as follows:	
	FR (Drafting Suggestions): <b><i>Option A: opt to delete LTAs</i></b> <b><i>(1A) In the title, the words “and linked travel arrangements” are deleted.</i></b>

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	<p>FR  <b>(Comments):</b>                      Les autorités françaises proposent cette mesure de coordination liée à la suppression de la notion de prestation de voyage liée.                      The French authorities propose this coordination measure linked to the abolition of the concept of “linked travel arrangement” (LTA).</p>
<p>(1) Article 1 is replaced by the following:</p>	
<p><i>‘Article 1</i></p>	
<p><b>Subject matter</b></p>	
<p>‘The purpose of this Directive is to contribute to the proper functioning of the internal market and to the achievement of a high and as uniform as possible level of consumer protection by approximating certain aspects of the laws, regulations and administrative provisions of the Member States in respect of contracts between travellers and traders relating to package travel and linked travel arrangements, as well as certain aspects of contracts between organisers of packages and service providers’.</p>	<p>FI  <b>(Drafting Suggestions):</b>                      ‘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</p>

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	<p>relating to package travel and <del>linked travel arrangements</del>, as well as certain aspects of contracts between organisers of packages and service providers<sup>2</sup>.</p> <p>FI <b>(Comments):</b></p> <p>We support deletion of LTAs. B2B relations should be based on freedom of contract and no mandatory provisions should apply.</p> <p>FR <b>(Drafting Suggestions):</b></p> <p><i><b>Option A: opt to delete LTAs</b></i></p> <p>‘The purpose of this Directive is to contribute to the proper functioning of the internal market and to the achievement of a high and as uniform as possible level of consumer protection by approximating certain aspects of the laws, regulations and administrative provisions of the Member States in respect of contracts between travellers and traders relating to package travel <del>and linked travel arrangements</del>, as well as certain aspects of contracts between organisers of packages and service providers’.</p> <p>FR <b>(Comments):</b></p> <p>Les autorités françaises proposent cette mesure de coordination liée à la suppression de la notion de prestation de voyage liée. The French authorities propose this coordination measure linked to the abolition of the concept of LTA.</p>

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	<p>RO  <b>(Comments):</b>                      We agree</p>
<p>(2) in Article 2, paragraph 1 is replaced by the following:</p>	<p>LU  <b>(Comments):</b>                      LU: definitions/scope need to be <u>further analysed and discussed</u>. We would suggest the PRES would kindly ask the COM to provide MS with <u>technical/graphical fiches</u>, including with concrete examples, to clarify what ‘real life’ scenarios and business-models are actually covered/not covered. Our objective is to reach a <u>high level of legal certainty</u>, to create a <u>level playing field for businesses in the Internal Market</u> and to adopt a <u>future-proof legislation</u>.</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>FI  <b>(Drafting Suggestions):</b>                      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>FR  <b>(Drafting Suggestions):</b>                      1. This Directive applies to packages <del>offered for sale or</del> sold by traders</p>

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	<p>to travellers <b>and to packages organized, on a regular basis, by a professional who also reserves the different services included in these packages with service providers in exchange for monetary remuneration paid by these professionals</b> <del>and to linked travel arrangements facilitated by traders for travellers.</del></p> <p>FR (Comments):</p> <p><b>Les autorités françaises estiment que le périmètre actuel de la directive est imprécis. La notion « offre à la vente » est trop floue. Elles proposent une rédaction alternative</b> visant à permettre une distinction simple entre les professionnels qui doivent être soumis aux dispositions telles que la garantie financière, et ceux qui n'interviennent qu'à titre exceptionnel dans le domaine des voyages.</p> <p>Par ailleurs, les autorités françaises rappellent qu'il est nécessaire de supprimer la prestation de voyage liée dont la définition n'est pas claire. Ce flou provoque en effet une grande insécurité juridique pour les professionnels sans offrir de protection réelle au consommateur.</p> <p><b>The French authorities consider that the current scope of the directive is imprecise. The notion of “offer for sale” is too vague. They propose an alternative wording</b> aimed at allowing a simple distinction between professionals who must be subject to provisions such as financial guarantee, and those who are only involved in travel on an exceptional basis.</p> <p>Furthermore, the French authorities recall that it is necessary to delete the linked travel arrangement, the definition of which is not clear. This vagueness causes great legal uncertainty for professionals without</p>

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	offering real protection to the consumer.
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>EE (Comments): EE: please see our comments on article 23</p> <p>FI (Drafting Suggestions): <del>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.</del></p>
(3) Article 3 is amended as follows:	<p>CZ (Drafting Suggestions): In Article 3 the following point (17) is added '(17) 'insolvency' means a status when organiser fails to meet its payable monetary obligations'.</p> <p>CZ (Comments): To define what 'insolvency' means for the purposes of this Directive we propose to add the new point 17 in Article 3. Currently it is not clear whether Directive 2015/2302 refers to an insolvency or a bankruptcy of which travellers are to be protected from</p>

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	<p>as</p> <ul style="list-style-type: none"> <li>i. <b>a real/actual status</b> (a travel agency fails to meet its payable monetary obligations), or</li> <li>ii. <b>a legal status</b> (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 travellers' related rights. To ensure a high level of consumer protection we suggest define 'insolvency' as a real/actual status.</p>
<p>(a) point 2 is replaced by the following:</p>	
<p>'(2) 'package' means a combination of at least two different types of travel services, as defined in point 1, for the purpose of the same trip or holiday, if:</p>	<p>CZ <b>(Comments):</b> CZ agrees with the proposed changes and returning to the current definition.</p> <p>LT <b>(Comments):</b> We strongly support the deletion of both 3 hours and 24 hours' time limit. These rules fail to bring clarity.</p>

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(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	RO <b>(Comments):</b> We agree
(b) irrespective of whether separate contracts are concluded with individual travel service providers, and:	IT <b>(Comments):</b> We agree with the return to the wording of Article 3(2)(b)(i) of the current directive. MT <b>(Drafting Suggestions):</b> irrespective of whether separate contracts are concluded with individual travel service providers, <del>and</del> <b>if</b> : MT <b>(Comments):</b> MT wants to delete ‘and’ and replace it with ‘if’ RO <b>(Comments):</b> We agree
(i) those services are purchased from a single point of sale and	EE

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	<p>(Comments): EE strongly supports the deletions proposed in point (i) RO (Comments): We agree SI (Comments): SI supports revert to the wording of Article 3, point (2)(b)(i) of the current directive.</p>
<p>–have been selected before the traveller agrees to pay, or</p>	<p>MT (Drafting Suggestions): Have been selected before the traveller <del>agrees</del> <b>pays or partly pays</b>, or MT (Comments): <b>Rationale</b> The term ‘agreed to pay’ can give rise to uncertainty when this was actually done. Actual payment is a more tangible and determinate factor. MT is basically calling for more legal certainty in the text to cover all possible eventualities full payments and part payments. RO (Comments):</p>

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	<p>We agree</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>AT (Comments): The deletion of the rigid deadlines from the former definition of a package is welcomed. As AT has already stated, this would have led to great legal uncertainty. However, maintaining the current definitions, as proposed here, is also not ideal. Travellers should be able to make an informed decision and be able to consciously decide for or against the conclusion of a package. This objective could be achieved with clear provisions on short, easy-to-read, eye-catching information for the traveller immediately before booking, that are uniform in the European Union. This could be achieved by the traveller explicitly confirming that he has been informed by the trader of the existence or absence of a package.</p> <p>DE (Comments): Germany welcomes the entire deletion of the proposed extension of the concept of package travel booked within a 3-hour period.</p> <p>FI (Comments): We strongly support this deletion. The definition of a package included time limits that would have been almost impossible for traders to comply with and supervisors to</p>

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	<p>supervise and would not have been justifiable from the point of view of passenger protection.</p> <p>FR (Comments): <b>Les autorités françaises approuvent la suppression de ces délais. The French authorities approve the deletion of the deadlines.</b></p> <p>IT (Comments): Agree with the deletion.</p> <p>LV (Comments): Latvia supports deletion</p> <p>PL (Drafting Suggestions): changes accepted</p> <p>PT (Comments): With regard to the amendment proposals now presented by PRES, we must note PT's concern about the elimination of all the amendments made by COM to the definition of "package", <b>without any alternative proposal.</b> In fact, <b>the simple elimination of the amendments proposed by COM maintains</b> (as far as the definition of package is concerned) <b>the</b></p>

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	<p><b>current status quo, invalidating the improvement objectives that this proposal for a directive sets out to achieve and thus partly eliminating its added value.</b></p> <p>It should be noted, however, that PT maintains the previously identified doubts regarding the clarity and feasibility of the amendments made by COM to the definition, both from the perspective of professionals and from the perspective of consumers' perception of their rights.</p> <p>RO  <b>(Comments):</b>                      We agree</p> <p>SE  <b>(Comments):</b>                      SE supports this change.</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>DE  <b>(Comments):</b>                      Germany welcomes the entire deletion of the proposed extension of the concept of package travel booked within a 24-hour period.</p> <p>FI  <b>(Comments):</b>                      We strongly support this deletion.</p> <p>LV</p>

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	<p><b>(Comments):</b> Latvia supports deletion MT</p> <p><b>(Comments):</b> MT agrees with the Presidency’s proposal to revert back to the wording of Article 3, point(2)9b) (ii) of the current directive. PL</p> <p><b>(Drafting Suggestions):</b> changes accepted RO</p> <p><b>(Comments):</b> We agree SE</p> <p><b>(Comments):</b> SE supports this change.</p>
(ii) are offered, sold or paid at an inclusive or total price, regardless of any separate billing, or	<p>RO</p> <p><b>(Comments):</b> We agree</p>

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(iii) are advertised or sold under the term ‘package’ or under a similar term, or	RO (Comments): We agree
(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	RO (Comments): We agree
(v) are purchased from separate traders through linked online booking processes where <del>the traveller’s name, payment details and e-mail address or the traveller’s other</del> personal data are transmitted from the trader with whom the first contract is concluded to another trader or other traders and a contract with the latter trader or traders is <b><u>concluded at the latest 24 hours after the confirmation of the booking of the first travel service.</u></b>	AT (Comments): In principle, the coherence of EU legislative acts is welcomed and the aim of avoiding circumvention through deliberate non-transmission of certain personal data is understood. The reintroduction of the 24 hour deadline avoids a massive expansion of click-through packages.  DE (Comments): DE: Germany welcomes to keep the time restriction made by the 24 hours rule. Without this time component, a state of legal uncertainty would arise that could potentially last for several months or even years.  Germany also welcomes the aim of making the definition future-proof and minimising circumvention. However, with the proposed link to any “personal data”, the definition of package travel could potentially be

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	<p>extended to an excessive extent, thereby depriving other business models of their basis. As already stated in recital 8, the mere fact that a definition has hardly any practical applications does not allow the conclusion to be drawn that the definition is too narrow. If an extension of the definition is intended to qualify certain booking constellations as package travel, these constellations must first be described precisely. In addition, it must be clearly explained why it is necessary to qualify such constellations as package travel - with all the associated factual and legal consequences. As long as this does not happen, Germany is sceptical towards a change to the definition with regard to the linked online booking processes.</p> <p>Germany suggests considering alternatives to a change in the definition. The first step could be to identify what the real challenges are when booking travel services via linked online processes. It should be scrutinized how to provide more transparency regarding the data transmission and the legal effects for travellers.</p> <p>EE <b>(Comments):</b></p> <p>EE: As already mentioned in comments to recital 8, we would prefer to leave click-through packages out of the scope of the PTD. However, if the general consensus is to maintain these types of services in the PTD, we can be flexible, but in such case it is essential to include the timeframe of 24 hours, so that to prevent the formation of a package at an unspecified time in the future.</p> <p>But it is concerning that the reference to personal data is too general. For example, even IP addresses and cookies are already considered personal</p>

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	<p>data. It would be advisable to consider a clearer specification indicating that the data in question is used to provide travel services to the consumer or similar. Examples could also be added to the recital, so that to avoid any uncertainty and confusion about whether a package is formed or not. It would be useful to also consult with data protection experts about the necessary dataset, to make it more specific and limited rather than just 'any personal' data. We agree that list of data as it is foreseen in current PTD is too limited, but it seems that the proposal does not solve the problem of difficulties in identifying the formation of a click-through package.</p> <p>FI <b>(Comments):</b></p> <p>We consider that it is essential that the definition of click-through package includes a time limit. We are still considering whether the 24 hours time limit is appropriate.</p> <p>FR <b>(Comments):</b></p> <p>Les autorités françaises ont une interrogation sur la manière de respecter ce délai, mais ne proposent pas de modification de ce délai qui existe déjà dans la directive actuelle.</p> <p><b>Elles soutiennent par ailleurs la nouvelle proposition de rédaction sur les “traveller’s personal data” qui est plus englobante.</b></p> <p>The French authorities wonder about how to respect this deadline, but do not suggest any changes as this deadline exists in the current directive.</p> <p><b>They support the new drafting proposal on “traveller’s personal</b></p>

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	<p><b>data” which is more comprehensive.</b></p> <p>IT <b>(Comments):</b></p> <p>We agree with the return to the current definition and the 24-hour time limit. We also welcome the reference to 'personal data' as defined by the GDPR.</p> <p>LV <b>(Comments):</b></p> <p>Latvia can support this compromise, if LTAs are deleted. If LTAs are not deleted, Latvia proposes to delete this text (delete klick-through definition completely).</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 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</p>

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	<p>(including all services). 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>MT <b>(Comments):</b> MT agrees with the Presidency’s proposal to reintroduce the 24 hour timeframe and usage of a more general wording regarding the transfer of traveller’s personal data between different traders.</p> <p>PL <b>(Drafting Suggestions):</b> .</p> <p>PL <b>(Comments):</b> ‘personal data’ - not sure what this data is? Is this data mandatory or optional? we are still not sure what data is involved</p> <p>PT <b>(Comments):</b> With regard to the amendment made to point v), while on the one hand the simplification of the rule with regard to the introduction of the concept "<i>traveler's personal data</i>" is positive, on the other hand the reintroduction of the 24-hour limit is in our view questionable, since it restricts the rule, reintroducing one of the criticisms now leveled at COM's proposals, that it would be difficult to control the 24-hour time</p>

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	<p>limit.                      In fact, it should be noted that it is not clear to what extent the criticism concerning the difficulty of monitoring deadlines is valid for the purposes of eliminating the proposals made by COM, but no longer arises for the purposes of this point, which seems to indicate a lack of coherence in the legislative options the Council is taking.</p> <p>RO                      (Comments):                      We agree</p> <p>SE                      (Comments):                      SE supports the reintroduction of the 24 hours limit and we can accept the reference to personal data.</p> <p>SI                      (Comments):                      SI does support, that consumers have rights a in case of a click trough package and the use of wording “the traveller’s personal data, but does not support the reintroduction of 24-houre timeframe.                      We see no substantive reason why the conclusion of the click through package should be time-limited as long as the first service has not started yet. This would simplify the rules for obtaining and exercising consumer rights for consumers, who are often unaware of the existence of a time limit.                      This would also ensure a leveller playing field and more legal certainty and equality between organizers and agencies with traders (digital market</p>

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	<p>places, online shops) or with linked online booking process, which enable the conclusion of several services, which in reality have the same effect on consumers as a package.</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>EE <b>(Comments):</b> EE: please see our comments on recital 10</p> <p>RO <b>(Comments):</b> We agree</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 <b>(Comments):</b> Stakeholders for consumer protection point out that in practice it is often not clear or verifiable for consumers whether this value limit has been reached.</p> <p>FI <b>(Comments):</b> We support that there is a clear percentage in the definition.</p> <p>LV <b>(Drafting Suggestions):</b></p>

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	<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 and do not otherwise represent an essential feature of the combination</p> <p>LV <b>(Comments):</b></p> <p>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>MT <b>(Drafting Suggestions):</b></p> <p>do not account for at least 25% of the <b>total</b> value of the combination and are not advertised as and do not otherwise represent an essential feature of the combination; or</p> <p>MT <b>(Comments):</b></p> <p><b><u>Rationale</u></b> This addition would provide more legal certainty. MT has added ‘total’.</p>

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	<p>RO (Comments): We agree</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>RO (Comments): We agree</p>
	<p>LV (Drafting Suggestions): <b><u>c) are part of service provider’s on-site services, regardless of the value of this combination or how they are advertised.</u></b></p> <p>LV (Comments): We propose a new exemption from the package definition - to exempt those combinations of services from the scope of this directive, where a single service provider offers additional on-site services for an inclusive price (for example, accommodation + massage or accommodation + sauna etc). We fear that the package definition is too broad and it could harm tourism SME’s – even those, which were not meant to fall under this directive. There is a big risk that many tourism service providers may accidentally become organizers if they add some additional service(s) to their main service (accommodation) that they offer as additional activities on-site. And we would prefer to protect these small</p>

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	<p>and micro entrepreneurs that usually operate in remote rural areas and offer unique local products (not operating as organizers for their business).</p>
<p><i>Option A: opt to delete LTAs (implies also the deletion of Article 19 and of Annex II)</i></p>	<p>CY  <b>(Comments):</b>  <i>CY supports option A – LTAs rarely applied in practice</i></p> <p>CZ  <b>(Comments):</b>                      CZ agrees with option A.</p> <p>EE  <b>(Comments):</b>                      EE supports option A and delete the LTAs from here and from article 19 and resepective annex</p> <p>FI  <b>(Comments):</b>                      We support option A to delete LTAs.</p> <p>IT  <b>(Comments):</b>                      Option A</p> <p>LT  <b>(Comments):</b>                      We support option A to delete the concept of LTAs.</p>

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	<p>But if the LTA were to remain in Directive (EU) 2015/2302, it is necessary to maintain their liability insurance due to insolvency.</p> <p>MT <b>(Comments):</b></p> <p>MT strongly supports the removal of LTAs from the scope of the Directive as proposed in Option A. It had also been consistent in this regard with the introduction of the concept during Working Parties leading to the current directive. The implementation of the provisions of this Directive, as predicted, has been a major challenge due to the ambiguities this particular concept has created.</p> <p>PT <b>(Comments):</b></p> <p>PT has scrutiny reservation</p> <p>RO <b>(Comments):</b></p> <p><i>We do not agree</i></p> <p>SE <b>(Comments):</b></p> <p>SE supports option A to delete LTAs. The regulation of LTA is complicated and it is not clear how the organiser will know when a booking has resulted in an LTA. The regulation has not brought any major benefits for consumers. For example, in Sweden no compensation has ever been paid out of the insolvency protection scheme for an LTA.</p>

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<p>(b) point 5 is <del>deleted</del>, replaced by the following:</p>	<p>FR <b>(Comments):</b> <b>Comme cela a été expliqué précédemment, les autorités françaises choisissent l’option A et soutiennent la suppression de la catégorie juridique de la PVL.</b> <b>As explained above, the French authorities opt for option A and support the deletion of the LTA.</b></p> <p>LV <b>(Comments):</b> Latvia strongly supports deletion of LTAs</p> <p>PL <b>(Drafting Suggestions):</b> It is important to note the legal and other consequences of the removal of linked tourism services (LTA) from the scope of regulation of the PTD on the market of entrepreneurs in the Member States. In Poland, there are currently (registered in the register) about 900 entrepreneurs who carry out at the same time the activities of a tour operator and an entity facilitating the purchase of related tourism services and about 40 entrepreneurs who carry out only the activities of an entity facilitating the purchase of related tourism services.</p> <p>PL</p>

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	<p><b>(Comments):</b></p> <p>Whether the removal of the LTA from the Directive will result in the simultaneous removal of the LTA provisions from the national laws of the Member States or whether, as a stricter regulation than the Directive, the provisions can be maintained. If LTA is removed from the Directive, the title of the Directive would also need to be amended. (deletion of related tourism services)</p>
<p><i>Option B: opt to keep LTAs: the current definition will be simplified and clarified – that implies few changes in Article 19 and maintaining five forms in Annex II)</i></p>	<p>DE <b>(Comments):</b> Germany favours maintaining the current definition of linked travel arrangements. Although this definition is not easy to understand and is hardly relevant in practice, maintaining it would ensure that consumer protection does not change in any negative way. This insures that the relevant travellers` protection does not fall behind the level of the actual Package Travel Directive. In Germany`s view, practitioners have grown accustomed to applying the currently applicable definition of `linked travel arrangements`. Germany is open to linguistic simplifications without significantly changing the scope of the current definition,</p> <p>PT <b>(Comments):</b> PT has scrutiny resevation</p> <p>RO</p>

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	<p><b>(Comments):</b></p> <p><i>We agree</i></p> <p>SI</p> <p><b>(Comments):</b></p> <p><b>SI supports option B</b> and a partial return to the current definition, with some adjustments to address difficulties currently perceived in practice. SI additionally proposes rethinking on if creating LTA must be limited in time. We propose that the time limit is removed.</p> <p>We see no substantive reason why the conclusion of the LTA should be time-limited, as there is no time limit for packages in Article 3(2)(b)(iv) either. In both cases, there are two services within the same trip. This would simplify the rules for obtaining and exercising consumer rights for consumers, who are often unaware of the existence of a time limit. This would also ensure a leveller playing field and more legal certainty and equality between organizers and agencies with providers (digital market places, online shops) of several different touristic individual services, which enable the conclusion of several services at the same time on their portals, which in reality have the same effect on consumers as a package.</p> <p>Finally, we would like to add that it would make sense for LTA providers to have the same obligations as package providers towards consumer, as this would create a level playing field and raise the level of protection for consumers.</p>

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<p>(b) point 5 is replaced by the following:</p>	
<p>‘(5) linked travel arrangement’ means a combination of different types of travel services, <del>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</del> <b><u>purchased</u></b> for the purpose of <u>the</u> same trip or holiday, <b><u>not constituting a package, resulting in the conclusion of separate contracts with the individual travel service providers, if a trader:</u></b> <del>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.</del></p>	<p>AT <b>(Comments):</b> AT is in favour of option B and the maintenance of LTA, although the changes compared to the current definition are not yet fully comprehensible. It remains particularly unclear, why the exception to the constitution of a LTA was not reintroduced, namely the exception where a LTA is not constituted, when services do not account for a significant proportion of the combined value of the services and are not advertised as, and do not otherwise represent, an essential feature of the trip or holiday. AT opts for the reintroduction of the exception. However, this exception should be the same as in the definition of a package, so the 25% should be mentioned uniformly also for LTA.</p> <p>RO <b>(Comments):</b> We agree</p> <p>SI <b>(Drafting Suggestions):</b> ‘(5) linked travel arrangement’ means a combination of different types of travel services purchased for the purpose of the same trip or holiday, not constituting a package, resulting in the conclusion of separate</p>

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	<p>contracts with the individual travel service providers, if a trader:</p>
<p><b><u>(a) facilitates, through a single point of sale, the separate selection of travel services within 3 hours; or</u></b></p>	<p>AT  <b>(Comments):</b>                      At the last Working Party meeting, the problems with the definition of "single visit" were explained, which are comprehensible. The deadline of 3 hours signals proximity, however, with the current phrasing the previously criticised problems with the conclusion of a package are only transferred to LTA. If the background of this provision is the unclear duration of a 'single visit', this 'single visit' should be limited to three hours, as this can avoid the problems with booking through different booking channels.</p> <p>DE  <b>(Comments):</b>                      Germany has concerns about the proposed definition of Art. 3 para. 5a). Germany does not recognize the benefit of turning away from the "single contact" approach and the simultaneous insertion of a time rule ("within 3 hours"). We have concerns as to whether this will actually prevent circumvention and reduce legal uncertainties in the application of the definition. Overall, the new proposal leads to an extension of the definition, the justification for which is not yet apparent.                      In addition the practical application problems already discussed for the 3-hour rule in the definition of the package travel, which has now been deleted, are now being shifted to the definition of LTAs. Thus, it</p>

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	<p>remains unclear when exactly the 3-hour period should begin and end and what measures will be necessary to determine the period of time between two bookings.. Germany rejects additional bureaucracy in this context.</p> <p>If a reasonable simplification of the definition of LTAs cannot be developed during the negotiations, Germany proposes retaining the current version. Although the current definition is complex, it has been applied in practice for several years without any lasting problems.</p> <p>PL (Drafting Suggestions):</p> <p>Please explain the expression in more detail „separate selection”</p> <p>RO (Comments):</p> <p>We agree</p> <p>SE (Drafting Suggestions):</p> <p><b>a) facilitates, through a single point of sale, the separate selection of travel services on the occasion of a single visit or contact with the point of sale; or</b></p> <p>SE (Comments):</p> <p>If LTAs are to be kept, SE prefer option B over the current definition. However, the 3 hours in point (a) should be deleted and replaced by the current wording.</p>

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	<p>SI  <b>(Drafting Suggestions):</b></p> <p>(a) facilitates, through a single point of sale, the separate selection of travel services <del>within 3 hours</del> <b>and a contract on the provision of the additional travel service is concluded until the start of the first travel service;</b> or</p>
<p><b><u>(b) invites a traveller to book at least one additional travel service from another trader where a contract on the provision of the additional travel service is concluded at the latest 24 hours after the confirmation of the booking of the first travel service.</u></b></p>	<p>AT  <b>(Comments):</b></p> <p>Compared to the wording 'in a targeted manner' of the current Directive, it is not entirely clear how far the wording 'invites' goes. In the absence of any arguments in favour of this wording, it is appropriate to return to the wording currently in force.</p> <p>DE  <b>(Comments):</b></p> <p>Germany asks for clarification as to whether the term "invites" should entail a change in content.</p> <p>PL  <b>(Drafting Suggestions):</b></p> <p>We think that in both cases, instead of stating 'separate selection', it should be 'booking'.</p> <p>RO</p>

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	<p><b>(Comments):</b></p> <p>We agree</p> <p>SI</p> <p><b>(Drafting Suggestions):</b></p> <p>(b) invites a traveller to book at least one additional travel service from another trader where a contract on the provision of the additional travel service is concluded <del>at the latest 24 hours after the confirmation of the booking</del> <b>until the start of the first travel service.”</b></p>
	<p>FR</p> <p><b>(Drafting Suggestions):</b></p> <p><b><i>Option A: opt to delete LTAs</i></b></p> <p><b>(c) In point 7, the words ‘, trader facilitating a linked travel arrangement’ are deleted.</b></p> <p>FR</p> <p><b>(Comments):</b></p> <p>Les autorités françaises proposent cette mesure de coordination liée à la suppression de la notion de prestation de voyage liée. The French authorities propose this coordination measure linked to the abolition of the concept of LTA.</p>
<p>(4) Article 5, paragraph 1, is amended as follows:</p>	

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(a) point (d) is replaced by the following:	
‘(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>AT <b>(Comments):</b> As previously stated by the Belgian presidency, the referral to Article 5a should be removed.</p> <p>FI <b>(Drafting Suggestions):</b> ‘(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, <del>in accordance with Article 5a,</del> or financial guarantees to be paid or provided by the traveller;’;</p> <p>FI <b>(Comments):</b> We support the deletion of Article 5a.</p> <p>RO <b>(Comments):</b> We agree</p> <p>SE <b>(Drafting Suggestions):</b> ‘(d) the arrangements for payment, including any amount or</p>

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	<p>percentage of the price which is to be paid as a downpayment and the timing for payment of the balance, <b>in accordance with Article 5a</b>, or financial guarantees to be paid or provided by the traveller;’;</p> <p>SE <b>(Comments):</b></p> <p>SE supports the proposal to delete article 5a. This amendment is a consequence of that proposal.</p>
<p>(b) point (g) is replaced by the following:</p>	
<p>‘(g) information that the traveller may terminate the contract at any time before the start of the package in return for payment of an appropriate and justifiable termination fee, or, where applicable, the standardised termination fees requested by the organiser, in accordance with Article 12(1), and that the traveller may terminate the package travel contract without paying any termination fee due to unavoidable and extraordinary circumstances as specified under Article 12(2);’.</p>	<p>AT <b>(Comments):</b></p> <p>In principle, we welcome the obligation to provide information on the free right of withdrawal due to unavoidable, extraordinary circumstances. However, according to the Directive, there are other rights to terminate the contract free of charge that are more relevant in practice (e.g. significant change in an essential characteristic of the travel services, Art 11 (2)). There is therefore a risk that consumers will assume that there is only a free right of withdrawal due to unavoidable, extraordinary circumstances, as only this is mentioned.</p> <p>FI <b>(Comments):</b></p>

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	<p>We support this point.                      But we consider that despite of what article 12 (1) stipulates termination fees are often quite high.                      It should be further clarified in the recitals what is meant by appropriate and justifiable termination fees.</p> <p>MT                      (Comments):</p> <p><b>Clarification:</b>                      It should be noted that certain payments made by package organisers to third party service providers might be non-refundable or a fee is charged if terminated. In such cases, organisers might be burdened with the cost. MT would like to ask what has been taken into consideration and what provisions are in place to counter for such occurrences and for the burden not to fall on the organisers when such occurrences occur.</p> <p>RO                      (Comments):</p> <p>We agree</p>
<p>(5) — the following Article 5a is inserted:</p>	<p>EE                      (Comments):</p> <p>EE supports the deletion of article 5a on the limitation of prepayments</p> <p>FI                      (Comments):</p>

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	<p>We strongly support this deletion. The proposed limitation of prepayments would have had a major negative influence on the operations of small and medium size organisers.</p> <p>IT (Comments):</p> <p>We agree with the cancellation of art. 5a</p> <p>SE (Comments):</p> <p>SE supports this change.</p>
<p><i>Article 5a</i></p>	<p>CZ (Comments):</p> <p>CZ agrees with the deletion of Art. 5a.</p> <p>LT (Comments):</p> <p>In previous meetings we suggested defining in more detail the cases when the organizers could demand payment of more than 25 % of the total price, and what evidence would be suitable to justify such a necessity (flight ticket payment, invoices issued by other service providers, etc.).</p> <p>We are flexible about opting out of this provision.</p>

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<p><b>Payments</b></p>	<p>RO  <b>(Comments):</b>                      We agree</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>AT  <b>(Comments):</b>                      Deleting the restriction on downpayments is very important for AT. There are already national downpayment restrictions that work well in practice. The proposed restriction would have put AT travellers at a disadvantage.</p> <p>CY  <b>(Comments):</b>                      Cy supports presidency’s proposal. The problem with the return of downpayments is mainly observed during periods of crisis. CY’s position is that the proposed amendments related to the regulation of vouchers and the obligation of travel services providers to return the amounts they have received from the organizers to the organizers, combined with the obligation of the organizers to return the money within 14 days, are sufficient safeguards. CY’s position is that there is no need to impose additional obligations on the organizers, which could potentially weaken the liquidity of organizers and leads to price increases.</p>

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	<p>DE <b>(Comments):</b></p> <p>Germany could have supported the regulation on advance payments proposed by the COM because it basically corresponds to the German legal situation. However, Germany recognises that prepayment practices in the Member States vary greatly and that any regulation at European level would have a significant impact on the business models of organisers in the Member States. Therefore, Germany can well understand the deletion of the proposed Article 5a.</p> <p>FR <b>(Comments):</b></p> <p><b>Les autorités françaises approuvent la suppression de la limitation des prépaiements</b> et renvoient aux raisons développées au considérant (12). <b>The French authorities approve the removal of the limitation on prepayments</b> and refer to the reasons set out in recital (12).</p> <p>HR <b>(Comments):</b></p> <p>We agree to delete the downpayment rules.</p> <p>LV <b>(Comments):</b></p> <p>Latvia strongly supports deletion</p> <p>MT</p>

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	<p><b>(Comments):</b></p> <p>MT agrees to and supports the deletion of Article 5a as proposed by the Presidency.</p> <p>PL</p> <p><b>(Comments):</b></p> <p>We propose an in-depth analysis of this topic.                      The introduction of restrictions on travel prepayments of up to 25% and the timing of such payments may negatively affect the market for first-minute travel events, as well as the possibility of paying in instalments more than 28 days before the start of the travel event. According to PL's trade organisations, the market share of first-minute/First Moment travel events is around 20% (sales at the end of March 2023) or even up to 40% (sales at the end of May 2023) during the summer season. The analysis should also take into account the risks incurred by the traveler due to the possibility of not receiving the services paid for with the advance payment and on this basis, determine an appropriate compromise proposal for the advance payment limit. Therefore, in this respect, PL proposes an in-depth analysis at the drafting stage.                      The regulations in Poland are an example of an exceptionally strong protection of travellers against organisers' insolvency - in Poland, an organiser who decides to take a prepayment must be secured by a bank or insurance guarantee, which in the case of a prepayment of less than 30% amounts to 12% of its annual revenue (but not less than EUR 149,000.00), and in the case of a prepayment of more than 30% amounts to 17% of its annual revenue (but not less than EUR 212,000.00).</p> <p>PT</p>

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	<p><b>(Comments):</b></p> <p>In principle PT is favour of a provision establishing a limitation on prepayments, something it has previously advocated. In fact, PT agrees with the view that limiting advance payments could have the advantage of limiting the risk of financial losses for consumers, while at the same time reducing the difficulties in finding insurers willing to operate in the sector, a circumstance that is pointed out as problematic by the industry. Nevertheless, and in what regards COM's proposal, we believe that the wording initially proposed by COM raised doubts, namely regarding the 25% limit and the cases in which a higher percentage payment could be required, as well as the possibility of instalment plans, by agreement between the consumer and the travel agency.</p> <p>In this sense, and in the case of a Council's majority in favor of eliminating the rule, <b>PT could show flexibility, without prejudice to the possibility of resuming this discussion during the negotiations with the EP.</b></p> <p>Finally, however, it should be noted that the last meeting of the working group revealed that some delegations already have rules on the limitation of prepayments, <b>so if this provision is deleted, the recitals should at least include the possibility for each MS to legislate to establish limitations on prepayments.</b></p> <p>SI</p> <p><b>(Drafting Suggestions):</b></p> <p><b>(1) Member States shall ensure that, <del>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</del></b></p>

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	<p><del>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. <b>When</b> the organiser, or where applicable, the retailer may requests higher downpayments <b>exceeding 10% of the total price of the package</b> where this is necessary to ensure the organisation and the performance of the package, <b>he shall deliver the passenger a confirmation from the individual service provider that payment made, was received by the individual service provider included by the package within 14 days from the passengers payment.</b> 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>SI <b>(Comments):</b></p> <p>In Slovenia full advanced payment is usual business practice, which is not for the benefit of the consumer. Therefore we propose to discuss the downpayment regulation further if there is no sufficient support to prohibit downpayments. Advance payments of travelers to organisers and retailers are necessary mostly to cover the demands of individual service providers for full advance payment. In such a case, we think it is appropriate that, if the passenger pays for part of or the whole of the package travel in advance, organiser or, where applicable, the retailer must inform him that the services that are included in the package have already been paid to the service provider and give additional assurance</p>

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	<p>for the performance of the package. By receiving a confirmation of payment for an individual service, the passenger is also additionally insured in case of insolvency of the organiser or the retailer, the package can be performed as he has proof that he has paid for the individual service.</p> <p>We also think that is not appropriate for the passenger to credit the travel organizer for free, which would happen if organiser or the retailer would not use the received advance payments to pay for individual services. This can be avoided by delivering a service payment confirmation to the passenger within 14 days from receiving part of the advance payments.</p> <p>10 % of the package price can be considered as across the tumb amount that can be associated to the fee of the orgraniser or retailer and the passagers security for the participation in the package travel.</p>
(6) Article 7 is amended as follows:	
(a) in paragraph 2, point (b) is replaced by the following:	<p>FI (Comments): We support this point.</p>
‘(b) information:	

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(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;	RO (Comments): We agree
(ii) where applicable, that the traveller may also contact the organiser via the retailer.’	RO (Comments): We agree
(b) the following paragraph 2a is inserted:	RO (Comments): We agree
‘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.’	
(7) Article 12 is amended as follows:	

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<p>(a) paragraph 2 is replaced by the following:</p>	
<p>‘2. Notwithstanding paragraph 1, the traveller shall have the right to terminate the package travel contract before the start of the package without paying any termination fee in the event of unavoidable and extraordinary circumstances occurring at the <b>place of departure</b>, at the travel destination or its immediate vicinity, <del>at the place of the traveller’s residence or departure</del> or affecting the journey to the destination, where such circumstances significantly affect the performance of the package. The traveller may terminate the <b>package travel</b> 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> The new proposal is in line with the ECJ case law. AT welcomes the fact that the text now refers to a specific place again. The removal of the traveller’s place of residence can also be supported, as the previous wording did not ensure that the journey also started from there.</p> <p>DE <b>(Drafting Suggestions):</b> “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 <b>at a place that has a direct connection to the organiser’s contractual obligation to perform</b> <del>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</del>, where such circumstances significantly affect the performance of the package.”</p> <p>DE <b>(Comments):</b></p>

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	<p>Germany welcomes the decision to avoid a reference to unavoidable, exceptional circumstances at the place of residence.</p> <p>From Germany's point of view, however, a wording should be found in the regulatory text that unavoidable and extraordinary circumstances should only have an implication for travellers' rights if they occur at a place that is directly connected to a contractual service obligation of the organiser. Only a connection of this kind justifies a responsibility on the part of the organiser for extraordinary circumstances. Otherwise, in the case of package travel that do not include transport, the risk of unavoidable, extraordinary circumstances occurring at the place of departure, which is a sole risk of the traveller, would become the risk of the package organiser.</p> <p>In case transport is included in the package, Germany suggests that the definition of the place of departure be specified in the recitals, for example whether, in the case of a package travel with a flight and hotel, the place of departure should only be the airport district or the entire municipality or city. Is the place of departure connected to the use of a means of transport, and is therefore to be considered as synonymous with the place from which the traveller's flight, train, bus, etc. departs? A further point to reconsider in Germany's view would then be whether risks occurring at the place of departure should also always be borne in full by the organiser. Germany is reluctant to include the traveller's personal circumstances as a reason for cancellation in the recitals, as this could end up in a disproportionate extension of the organiser's responsibility.</p> <p>If the drafting suggestion should receive the approval of the MS, further explanations on the scope of the free cancellation option should be</p>

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	<p>provided in a recital.</p> <p>EL  <b>(Comments):</b>                      We believe that, the situation at traveller’s place of departure should not be considered as a possible reason for free cancellation by the traveller. The tour operator should only be liable for what is set out in the package travel contract.                      However, if the Commission finally decides to introduce such a right, then Article 22(2), referring to the organiser's right of redress, should be aligned with Article 12(2), meaning that the organiser should be refunded for all services composing the package, even the ones that were performed or could have been performed. Otherwise, there is a strong possibility that a supplier will retain the travellers' monies, leading the organiser to reimburse the traveller from its own funds, further weakening the organiser's liquidity and giving the suppliers an unfair advantage in retaining the traveller's monies.</p> <p>EE  <b>(Comments):</b>                      EE: In general, we see changes to article 12 as positive. However, we have some doubts about last part of recital 18a which would need a further analyse (please see our comments regarding the last part of recital 18a).</p> <p>FI  <b>(Comments):</b>                      We support this clarification. It is important that reference to traveller’s</p>

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	<p>place of residence has been deleted.</p> <p>FR <b>(Drafting Suggestions):</b></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 <del>at the place of departure, at the travel destination or its immediate vicinity, at the place of the traveller’s residence or departure</del> or affecting the journey to the destination, where such circumstances significantly affect the performance of the package. The traveller may terminate the <b>package travel</b> 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>FR <b>(Comments):</b></p> <p><b>Comme indiqué précédemment, les autorités françaises estiment que la prise en compte du lieu de départ multiplierait les risques de contentieux et proposent un amendement rédactionnel en ce sens.</b></p> <p><b>As stated above, the French authorities consider that taking into account the place of departure would increase the risk of litigation; they suggest a drafting amendment.</b></p>

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	<p>IT (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 <b>at the place of departure</b>, at the travel destination or its immediate vicinity, or affecting the journey to the destination, where such circumstances significantly <b>and objectively</b> affect the performance of the package. The traveller may terminate the package travel contract where it can be reasonably expected that the performance of the package travel contract will be significantly <b>and objectly</b> affected by unavoidable and extraordinary circumstances, <b>that will be reasonably present at the date of departure</b>. 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>IT (Comments):</p> <p>All comments written next to Recitals 18 and 18a should apply. We have inserted some changes in order to include objective references, but, in the first instance, we insist on the deletion of this sentence in its entirety:  <i>"The traveller may terminate the package travel contract where it can be reasonably expected that the performance of the package travel contract will be significantly <b>and objectly</b> affected by unavoidable and extraordinary circumstances"</i>.</p>

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	<p>LT (Comments):</p> <p>The deletion of the place of residence in part 2 is questionable.</p> <p>LV (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 <b>place of departure</b>, at the travel destination or its immediate vicinity, <del>at the place of the traveller’s residence or departure</del> or affecting the journey to the destination, where such circumstances significantly affect the performance of the package. The traveller may terminate the <b>package travel</b> 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 and <b>it will</b> 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>LV (Comments):</p> <p>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</p>

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	<p>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>MT <b>(Comments):</b></p> <p>MT has no objections to the modifications by Presidency on Article 12, par 2. Nonetheless, MT would still require clarification on what happens in the event that travellers at their own risk decide to still proceed with the package and decide to terminate during their trip and/or complain afterwards due to package as contracted not being honoured due to relative unavoidable and extraordinary circumstances. MT believes that it should be clarified that no compensation would be due in such situations.</p> <p>MT also agrees that the customer does not pay a termination fee in the case of unavoidable and extraordinary circumstances. However, this provision is putting the onus solely on the travel package organisers, when such instances could be covered by standard insurance policies taken by consumers. Termination could be restricted to direct costs incurred by the organisers such as non-reimbursement of third-parties due to cancellation fees.</p> <p>PL</p>

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	<p><b>(Drafting Suggestions):</b></p> <p>we accept the deletion of the place of residence</p> <p>PT</p> <p><b>(Comments):</b></p> <p><b>PT welcomes the reintroduction of the reference to the places where the extraordinary circumstances may occur in the operative part of the text.</b></p> <p>As previously stated by PT, we consider it important to establish a deadline for exercising the right of termination of the contract when extraordinary circumstances occur. In fact, without prejudice to article 12 establishing that the consumer may cancel before the start of the package, a specific deadline is not established, which has generated some conflict, especially during the pandemic.</p> <p><b>In this sense, we believe that a deadline of 30 days for the declaration of withdrawal based on the unavoidable and extraordinary circumstances could be considered.</b></p> <p>RO</p> <p><b>(Comments):</b></p> <p>We agree</p> <p>SE</p> <p><b>(Drafting Suggestions):</b></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</p>

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	<p>extraordinary circumstances occurring at the <b>place of departure, if the carriage of passengers from that place is included in the package travel contract</b>, at the travel destination or its immediate vicinity, <del>at the place of the traveller's residence or departure</del> <b>or affecting the journey to the destination</b>, where such circumstances significantly affect the performance of the package <b>or the journey to the destination</b>. The traveller may terminate the <b>package travel</b> 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>SE <b>(Comments):</b></p> <p>SE prefer to stay closer to the current wording of article 12.2 regarding the effects on the journey to the destination. SE can support the addition of unavoidable and extraordinary circumstances occurring at the place of departure, however, only when the carriage of passenger from that place of departure is included in the package travel.</p> <p>SI <b>(Comments):</b></p> <p>SI supports the changes that are the result of harmonization with case law.</p>

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(b) the following paragraph 3a is inserted:	
<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>CY  <b>(Comments):</b>                      CY supports this paragraph to be moved at the recitals</p> <p>CZ  <b>(Drafting Suggestions):</b>                      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, <b>could be considered as an element to be taken into account</b> in the assessment of whether a termination of the contract based on paragraph 2 and paragraph 3, point (b), is justified. “</p> <p>CZ  <b>(Comments):</b>                      CZ proposes changes to specify the wording of Article 12 (3a) as well as recital 19.</p> <p>DE</p>

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	<p><b>(Drafting Suggestions):</b></p> <p>Delete travel warnings at place of departure and destination.</p> <p>DE</p> <p><b>(Comments):</b></p> <p>From Germany’s perspective, the current proposal leaves legal uncertainties. Recital (19) does not clearly clarify how to deal with contradictory travel warnings. Therefore, only the travel warnings issued by an authority authorised to do so and competent for the traveller's place of residence should be relevant.</p> <p>EE</p> <p><b>(Comments):</b></p> <p>EE: We find it necessary to soften the wording to indicate that travel warnings “<b>may be</b>” important, rather than “shall be” important, in assessing whether the situation involves extraordinary and unavoidable circumstances. Here, it should be ensured that the wording of the provision does not interfere with the national court procedures of the Member States. In Estonia, for instance, no evidence can have predetermined weight for the court and no evidence can be more important than another. Although the recital clarifies that every case is to be assessed case-by-case, the normative text still indicates that it is an important element. <u>This creates issues of interpretation, which is why we propose to replace "shall be important" with "may be important" and to move the point 3a solely into the recital.</u></p> <p>FI</p>

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	<p><b>(Comments):</b></p> <p>We support this.</p> <p>FR</p> <p><b>(Drafting Suggestions):</b></p> <p><del>‘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.’</del></p> <p>FR</p> <p><b>(Comments):</b></p> <p>Comme indiqué précédemment, les autorités françaises désapprouvent la prise en compte des conseils aux voyageurs et renvoient aux explications développées au considérant (19). Elles proposent donc un amendement rédactionnel en ce sens. As stated above, the French authorities disapprove of taking into account travel advice and refer to their explanations for recital (19). Thus, they suggest a drafting amendment.</p> <p>HR</p> <p><b>(Drafting Suggestions):</b></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, <b>but not exclusive</b>, 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>HR (Comments):</p> <p>Official warnings sometimes refer to the general security situation at the destination which does not necessarily mean unavoidable and extraordinary circumstance.</p> <p>IT (Comments):</p> <p>It is considered that it is not necessary to make an explicit reference to travel warnings either in the articles of the directive or in the recitals. In particular, recital 31 already clearly outlines in which cases the traveller may exercise the right to withdraw from the contract. The authorities' warnings have an informative and precautionary value, but do not have the force of law to affect a contract governed by specific rules. In fact, this is currently provided for: travellers should also have the right to withdraw from the package travel contract without paying any penalty if unavoidable and extraordinary circumstances significantly affect the performance of the package.</p>

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	<p>LV <b>(Drafting Suggestions):</b> Deletion of text.</p> <p>LV <b>(Comments):</b> Latvia proposes to leave this in recitals. 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 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>MT <b>(Comments):</b> MT has no objection in -principle to modify Recital 19 as suggested by the Presidency.</p> <p>NL <b>(Drafting Suggestions):</b> <del>‘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</del></p>

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	<p><del>whether a termination of the contract based on paragraph 2 and paragraph 3, point (b), is justified.</del></p> <p>NL <b>(Comments):</b> Travel warnings are a national advice. We would like to prevent a precedent of legalization of travel warnings. Our suggestion is to mention travel warnings only in the recitals.</p> <p>SE <b>(Comments):</b> SE believes that article 3a should be deleted. We are not entirely convinced that this is a codification of the case law from the ECJ. The Court has held that travel warnings cannot constitute a requirement and that they may have considerable evidential value. The proposed article goes further. Issuing travel warnings is a national matter and should continue to be so. Member States may therefore issue travel warnings independently of each other and in different circumstances. The fact that the travel warning must be an important factor risks leading to different conclusions when assessing whether the same circumstances constitute extraordinary and unavoidable circumstances, depending on whether or not a national warning has been issued. That would run counter to the aim of the directive, which is to harmonise the rights of travellers. However, SE can as a compromise accept that the wording is included in a recital, if it is also added to the recital that the issuing of travel warnings is a national matter.</p>

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<p>(c) paragraph 4 is replaced by the following:</p>	<p>RO  <b>(Comments):</b>                      We agree</p>
<p>‘4. The organiser shall provide any refunds required under paragraphs 2 and <del>1 to</del> 3 or, with respect to paragraph 1, reimburse any payments made by or on behalf of the traveller for the package minus the <del>premiums paid in respect of the already insured period before the termination of the package travel contract</del> appropriate and justifiable termination fee. <b><u>Where insurance is part of the package travel contract applicable, the organiser may subtract the premiums paid in respect of the already insured period before the termination of the package travel contract an appropriate and justifiable termination fee as referred to in paragraph 1.</u></b> 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, <del>regardless of whether the traveller specifically asks for a refund</del> <b><u>without the need for any prior request by the traveller.</u></b>’</p>	<p>AT  <b>(Comments):</b>                      Although this proposal is clearer and clearer than the last compromise text, AT finds the mentioning of insurance highly problematic. Travel insurance is no travel service under the PTD and the organiser usually acts as an insurance agent. Because of various implications, travel insurance contracts and possible refund rights concerning them should not be part of the PTD. Not only is the ‘already insured period’ a relevant factor for the maturity of the insurance premium, but also the purpose of the insurance contract. There might also be cases where travellers can claim damages against the organiser because they sold a package knowing that the trip could not take place – which according to Austrian stakeholders for consumer protection occasionally happened during the Covid-19 pandemic. If organisers sell packages at an inclusive price, it might also be hard to determine an appropriate price for the travel insurance. The mentioning of (travel) insurance in Art. 12 (4) leads to legal uncertainty and difficult implications with insurance law.</p>

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	<p>CZ <b>(Comments):</b></p> <p>In CZ, insurance normally is not part of the package travel contract, travel agencies usually only intermediate the conclusion of an insurance contract between an insurance company and a consumer. It would be practical to specify if Art. 12/4 also applies to these situations of intermediation. CZ prefers that such situations are not included because the inclusions would lead to significant changes in the way how travel agencies work. We suggest therefore an addition in Recital 20.</p> <p>DE <b>(Comments):</b></p> <p>Germany welcomes the proposed clarifications in sentences 1 and 3. It is assumed that the regulation on the "termination fee" only refers to withdrawal in accordance with Art. 12 (1). However, Germany sees sentence 2 critically. It is not apparent that insurance benefits that are utilised can be of such value that the expected bureaucratic effort is proportionate to the financial benefit of the regulation.</p> <p>EE <b>(Comments):</b></p> <p>EE would prefer deleting the sentence regarding insurances as a part of the package travel contract as it creates confusion. According to the definition of package and the recital 17 of the PTD, financial services as such are not considered as travel services and thus they cannot be a part of a travel package.</p>

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	<p>FI <b>(Comments):</b></p> <p>We mainly support this paragraph. But we do not support including references to financial services or any other types of services than tourist services in this directive. If insurance premiums are mentioned also for example interest from credits used to finance the trip should also be mentioned. Furthermore operating insurance business as an insurer requires authorisation under Solvency II directive, with the exception of small insurance companies. If the organiser acts as an insurance intermediary the organiser is not party to the insurance contract.</p> <p>FR <b>(Drafting Suggestions):</b></p> <p>4. The organiser shall provide any refunds required under paragraphs 2 and <del>1 to</del> 3 or, with respect to paragraph 1, reimburse any payments made by or on behalf of the traveller for the package, <b>including processing fees</b>, minus the <del>premiums paid in respect of the already insured period before the termination of the package travel contract</del> appropriate and justifiable termination fee. <b>Where insurance is part of the package travel contract applicable, the organiser may subtract the premiums paid in respect of the already insured period before the termination of the package travel contract an appropriate and justifiable termination fee as referred to in paragraph 1.</b> 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, <del>regardless of whether the traveller</del></p>

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	<p>specifically asks for a refund <b><u>without the need for any prior request by the traveller.</u></b></p> <p>FR (Comments): Les autorités françaises sont favorables à la nouvelle rédaction, mais proposent un ajout pour préciser que les frais administratifs et de dossier doivent dans tous les cas être intégralement remboursés, y compris en cas de circonstances exceptionnelles et inévitables, sans préjudice des éventuels frais de résiliation facturés. <b>The French authorities are in favour of the new wording, but ask for an addition</b> to clarify that administrative costs must in all cases be reimbursed in full, including in the event of exceptional and unavoidable circumstances, without prejudice to any termination fees charged.</p> <p>IT (Comments): We agree with the changes made.</p> <p>LV (Drafting Suggestions): ‘4. The organiser shall provide any refunds required under paragraphs 2 and <del>1 to</del> 3 or, with respect to paragraph 1, reimburse any payments made by or on behalf of the traveller for the package minus the <del>premiums paid in respect of the already insured period before the termination of the package travel contract</del> appropriate and justifiable termination fee. <b>Where insurance is part of the package travel contract applicable, the organiser may subtract the premiums</b></p>

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	<p><b><u>paid in respect of the already insured period before the termination of the package travel contract an appropriate and justifiable termination fee as referred to in paragraph 1.</u></b> 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 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</p>

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	<p>possibility to determine that the money should be returned to the consumer within 14 days after receipt of all necessary reimbursement documentation from the traveller. In addition, the process of reimbursement through traders should be assessed further, because there are frequent situations when the traveller makes payment immediately to the trader and the organiser does not have access to the traveller's payment data at all.</p> <p>MT (Drafting Suggestions):</p> <p>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 <del>14</del> <b>30</b> days after the package travel contract is terminated, regardless of whether the traveller specifically asks for a refund.'</p> <p><b><u>In situations where refunds have to be done <i>en masse</i> or in extraordinary circumstances, these days shall not be applicable, and refunds shall be made without undue delay.</u></b></p> <p>MT (Comments):</p> <p>MT requests a <u>scrutiny reservation</u> as it still seeking to gather information on the actual utility of the clause and how in practice can it</p>

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	<p>be effected.</p> <p><u>Vide also comment of Point (20) recitals</u></p> <p><b><u>Justification</u></b></p> <p>Depending on the unavoidable and extraordinary circumstances that led to termination under paragraph 2 and similar, 14 days does not suffice for the organiser to refund the package especially in extraordinary circumstances or when refunds have to be done <i>en-masse</i>.</p> <p>Also the manner in which this is worded gives the impression that even if one opts for a voucher instead, travellers have to be refunded within 14 days.</p> <p>More than 14 days should be given especially in extraordinary circumstances or when refunds are to be done <i>en-masse</i>. MT requests that the 14 days period is extended.</p> <p>A separate provision should be inserted to counter for extraordinary circumstances and en-masse cancellations.</p> <p>If the financial burden of meeting refund obligations would heavily impact the financial viability of the undertaking or the sector - given the extraordinary circumstances, it should be permitted that impacted undertakings are allowed to stagger payments of those refunds within a reasonable time, thereby preventing the undertaking from becoming insolvent and triggering the national insolvency mechanism. Also, this would reduce the risk of a systemic crisis in the travel sector, and promote the continued operation of SMEs.</p> <p>PL</p> <p><b>(Drafting Suggestions):</b></p> <p>Poland proposes to return to the provision that the voucher issued by the</p>

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	<p>tour operator relates to the reimbursement of the future tourist event. This will also prevent abuse by travel agents who, in exchange for a tour purchased by a customer, offer a voucher to the customer which only covers the cost of a single tour service, i.e. covers a much narrower range of services. We are thus extending the financial safeguards under the directive also to single tourism services, which were hitherto excluded from the scope of the directive.</p> <p>PL <b>(Comments):</b></p> <p>In Poland, vouchers were introduced in connection with the COVID-19 pandemic, with the possibility of using them only in the event of extraordinary unforeseen circumstances. The EU solution also applies to the use of vouchers in a normal market situation. However, the principle should be that the organiser fulfils the organisational obligations of the tourist event on time, and does not offer the traveller a voucher instead.</p> <p>RO <b>(Comments):</b></p> <p>We agree</p> <p>SE <b>(Comments):</b></p> <p>As regards the new second sentence, SE considers that Article 12 governs the obligation of organiser to reimburse payments made for the package. An insurance policy sold together with a package is not part of the package or the package travel contract (see recital 17 of the current Directive, which states that financial services, such as travel insurance,</p>

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	<p>should not be considered as travel services). Thus, the obligation in article 12.2 and 12.3 for the organiser to refund all payments made for the package, does not include premiums for insurance policies. The second sentence is therefore misleading and SE believes it should be deleted.</p> <p>However, SE can accept the addition of a recital stating that a right to reimbursement under this Directive does not include a right to be reimbursed for premium payed for insurance policies.</p> <p>SI  <b>(Comments):</b>                      SI supports the amendment</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. <del>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.</del></p>	<p>DE  <b>(Comments):</b>                      Germany would ask the Commission and the Presidency to set out what specific national mechanisms would, in its view, be conceivable for ensuring a refund within 14 days of the termination of a package travel contract. Cost considerations mean that such mechanisms are not usually an option.</p> <p>IT  <b>(Comments):</b>                      We believe that the co-financing of the mechanisms by the Member States (in any case subject to the Union's state aid provisions) should be maintained. This provision - especially in the event of a disruption of</p>

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	<p>tourist activity caused by exceptional circumstances, such as an epidemic - would strengthen the level of consumer protection.</p> <p>RO (Comments):</p> <p>We agree</p> <p>SE (Comments):</p> <p>SE supports this change.</p>
(8) the following Article 12a is inserted:	
'Article 12a	<p>SI (Comments):</p> <p>SI supports the amendment.</p>
<b>Vouchers</b>	<p>FI (Comments):</p> <p>A definition of voucher should be added to Article 3. We support the inclusion of provisions on vouchers in the Directive.</p>

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<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 <b><u>to be used for any travel service offered by the organiser</u></b> which can be used for a future package instead of a refund.</p>	<p>AT  <b>(Comments):</b>                      The AT travel industry considers the provisions on vouchers to be inapplicable because of the immense administration efforts coming with them and does not see any financial relief for SME. The industry remains extremely sceptical.</p> <p>CZ  <b>(Comments):</b>                      CZ disagrees with the possibility to use a voucher for individual travel services. PTD regulates only packages or LTAs and not individual travel services. Their inclusion here therefore does not fit in the logic and structure of PTD. Also, insolvency protection of travel agencies concerns only packages/LTAs and not individual travel services. Their inclusion here would therefore lead to a significant change of the way how travel agencies work.</p> <p>DE  <b>(Comments):</b>                      Germany welcomes the proposed addition since it clarifies that a voucher can be used flexibly as a substitute for a monetary reimbursement of the travel price. However, it should be stated in a recital that the insolvency protection of the voucher ends in case where other travel services than package travel or linked travel arrangements are booked. Otherwise, the protection of the voucher would be more</p>

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	<p>extensive than the protection of a refund of the travel price in cash.</p> <p>FI (Comments):</p> <p>We support this amendment.</p> <p>FR (Drafting Suggestions):</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 <b>to be used for any travel service offered by the organiser</b> <del>which can be used for a future package</del> instead of a refund.</p> <p><b>Before issuing the traveller with a voucher, the organizer shall seek the express consent of the traveller to a voucher. The traveller's consent shall not be given by default, that is to say in the absence of express opposition on his part to accept the voucher. The organiser who gives the traveller the choice to accept a voucher shall inform the traveller within 3 days after the termination of the contract. If no response is received within 7 days, the consumer is presumed to have refused the voucher.</b></p> <p>FR (Comments):</p> <p>Les autorités françaises soutiennent la précision apportée par le paragraphe 1, concernant la possibilité d'utiliser l'avoir pour l'ensemble des services de voyage proposés par l'organisateur. Néanmoins, elles considèrent qu'il est nécessaire de la préciser en</p>

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	<p>indiquant :</p> <ul style="list-style-type: none"> <li>- que le bon à valoir ne peut être délivré qu’avec le consentement exprès du consommateur, avec une période pendant laquelle le choix entre un remboursement et un avoir sera proposé au client ;</li> <li>- et qu’en cas d’absence de réponse du client dans un délai de 7 jours, celui-ci est présumé refuser l’avoir.</li> </ul> <p><b>Elles proposent un amendement rédactionnel en ce sens.</b></p> <p><b>The French authorities approve the clarification provided by paragraph 1, concerning the possibility of using the voucher for all the travel services offered by the organiser.</b></p> <p><b>However, it is necessary to add that:</b></p> <ul style="list-style-type: none"> <li>- the voucher can only be issued with the express consent of the consumer, with a period during which the choice between a refund and a voucher will be offered to the customer;</li> <li>- in the event of no response from the customer within 7 days, the customer is presumed to refuse the voucher.</li> </ul> <p><b>Thus, they suggest drafting amendments.</b></p> <p>LU  <b>(Comments):</b>  LU supports this new proposal on article 12a as it stands.</p> <p>PL  <b>(Drafting Suggestions):</b>  changes accepted</p> <p>RO  <b>(Comments):</b></p>

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	<p>We agree</p> <p>SE  <b>(Comments):</b></p> <p>SE can accept the proposals regarding article 12a and in recitals 16 and 16a. However, SE would prefer less regulation regarding vouchers, since the regulation could makes the vouchers less attractive for organisers and thus not fulfilling their purpose.</p> <p>For example, the information that the proposal requires the traveller to be provided before accepting a voucher could be restricted. It is doubtful whether it is necessary to provide information about all "traveller's rights in relation to vouchers" (p. 2 b), in any case it should be possible to limit it.</p>
<p>2. <del>Before the traveller accepts the</del> <b><u>When offering a voucher to the traveller</u></b>, the organiser shall inform the traveller clearly and prominently <del>in writing</del> <b><u>on a durable medium</u></b> about:</p>	<p>AT  <b>(Comments):</b></p> <p>The list of information requirements before issuing a voucher is very clear. However, it should be ensured that these information requirements cannot be fulfilled by general terms and conditions, but in a way that allows the traveller to be well informed about his or her rights. This could be clarified in a recital.</p> <p>DE  <b>(Comments):</b></p> <p>Germany welcomes the suggestions made in paragraph 2.</p>

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	<p>FI  <b>(Comments):</b>                      We support this amendment.</p> <p>MT  <b>(Comments):</b>                      MT agrees with the proposals of the Presidency to make a clear distinction between the organiser’s information obligations when offering a voucher and the information that the voucher itself must contain, together with the introduction of a new para to establish the cases in which the suspension of the traveller’s refund right ends, and the traveller must be refunded.</p> <p>However, MT reiterates and emphasizes the need of including another provision for unavoidable and extraordinary circumstances when such events are of a magnitude that lead to mass cancellations similar to the Covid-19 experience.</p> <p>PL  <b>(Drafting Suggestions):</b>                      changes accepted</p> <p>PT  <b>(Drafting Suggestions):</b>  <i>Before the traveller accepts the <b>When offering a voucher, and before the traveller accepts it, to the traveller,</b> the organiser shall inform the traveller clearly and prominently in writing <b>on a durable medium</b> about: (...)</i></p>

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	<p>PT <b>(Comments):</b></p> <p>PT considers the changes introduced by the Presidency to be positive. Without prejudice, it is considered that the reference to the need to transmit the information before accepting the voucher should be maintained in the text of paragraph 2.</p> <p>RO <b>(Comments):</b></p> <p>We agree</p>
(a) the fact that the traveller is entitled to a refund within 14 days and is not obliged to accept a voucher;	<p>RO <b>(Comments):</b></p> <p>We agree</p>
<b><u>(aa) the amount of the traveller's refund right;</u></b>	<p>EE <b>(Comments):</b></p> <p>EE: in general, EE supports the proposed changes in article 12a. However, the article on vouchers has, in some instances, become too detailed, and it contains the assumption that the tour operator will always offer the passenger a voucher of higher value than the passenger's right to a refund. This might not always be the case, and a voucher could also offer other added value for travelers. Therefore, it</p>

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	<p>may become common practice that the amount of the voucher is equivalent to the traveler's right to a refund. Consequently, the requirement to show the same amount twice on the voucher (as in points (aa) and (ab), but is also the case in 5a, points b) and c)) could cause confusion. <u>We would suggest that the provision could be amended so that the two values are shown only if they are relevant for that particular voucher.</u></p> <p>FI <b>(Comments):</b></p> <p>We support points (aa) and (ab). We consider it to be important that the traveller is informed about the different value of refund right and the amount of the voucher.</p> <p>PL <b>(Drafting Suggestions):</b></p> <p>changes accepted</p> <p>RO <b>(Comments):</b></p> <p>We agree</p>
<p><b><u>(ab) the amount of the voucher;</u></b></p>	<p>EE <b>(Comments):</b></p> <p>EE: please see the previous comment</p> <p>PL</p>

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	<p>(Drafting Suggestions): changes accepted RO (Comments): We agree</p>
<p>(b) the validity period of the voucher and the rights of travellers in relation to vouchers as laid down in this Article;</p>	<p>RO (Comments): We agree SE (Drafting Suggestions): (b) the validity period of the voucher and the rights of travellers in relation to vouchers as laid down in this Article SE (Comments): SE suggest to delete this passage since it is unclear and thus difficult for the organiser to fulfill.</p>
<p><b><u>(ba) the fact that the voucher is transferable.</u></b></p>	<p>FI (Comments): We support this amendment.</p>

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	<p>PL <b>(Drafting Suggestions):</b> changes accepted</p> <p>RO <b>(Comments):</b> We agree</p>
<p>3. <del>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 <del>on</del> of a higher amount <u>than the traveller's refund right. In the latter case, the amount of the traveller's refund right and the higher amount, if any, shall be mentioned on the voucher.</u></del></p>	<p>CY <b>(Drafting Suggestions):</b> If the organiser decides to give the traveller the choice to accept a voucher, then the amount of the voucher shall be equal or higher than the traveller's refund right.</p> <p>DE <b>(Comments):</b> Germany welcomes the suggestions made.</p> <p>EE <b>(Comments):</b> EE supports the approach of the PRES, according to which the traveler is entitled to a refund in the amount that he/she originally paid. However, it seems that the text does not clearly explain the meaning of the refund right, and it would be beneficial to clarify this in the recital that refund right corresponds to amount originally paid by the traveler.</p>

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	<p>FI (Comments): Is this needed ? The organiser may offer better benefits without regulation as this is a minimum directive.</p> <p>PL (Drafting Suggestions): changes accepted</p> <p>RO (Comments): <del>We agree</del> <b><u>We do not support the elimination of the obligation for the value of the voucher to be at least equal to the amount which needs to be repaid to the traveler according to the refund right.</u></b></p>
<p>4. <del>The Travellers' shall lose their right to a refund</del> <b><u>shall be suspended</u></b> during the validity period of the voucher <del>only if</del> <b><u>provided that they received the information referred to in paragraph 2 and explicitly accepted</u></b> the voucher instead of a refund <del>explicitly and in writing</del> <b><u>on a durable medium</u></b>. <del>The parties may at any time agree on a full refund before a voucher is redeemed or expires.</del></p>	<p>AT (Comments): As stated above, AT welcomes that the traveller loses his right to reimbursement only if he has received the necessary information referred to in paragraph 2 and has explicitly accepted the voucher.</p> <p>DE (Comments): Germany welcomes the suggestions made.</p>

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	<p>FI  <b>(Comments):</b>                      We support this amendment.</p> <p>LV  <b>(Comments):</b>                      Latvia strongly supports this proposal</p> <p>NL  <b>(Drafting Suggestions):</b>  <del>The Travellers' shall lose their right to a refund</del> <b>shall be suspended</b> during the validity period of the voucher <del>only if</del> <b>provided that</b> they <b>received the information referred to in paragraph 2 and the traveller explicitly and separately</b> accepted the voucher instead of a refund explicitly and in writing <b>on a durable medium</b>. <del>The parties may at any time agree on a full refund before a voucher is redeemed or expires.</del></p> <p>NL  <b>(Comments):</b>                      As mentioned in our comments in recital 16, we suggest to copy (part of) the text of de Digital content directive.</p> <p>PL  <b>(Drafting Suggestions):</b>                      changes accepted</p> <p>RO</p>

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	<p><b>(Comments):</b>  <del>We agree</del> <b>We support the suspension of the right to refund only for the value of the voucher.</b></p>
<p><b><u>4a. The suspension of the traveller's refund right shall end:</u></b></p>	<p>AT  <b>(Comments):</b>                      Additionally, the suspension of the traveller's refund right shall also end when the insolvency protection ceases to exist.</p> <p>FI  <b>(Comments):</b>                      We support point (4a).</p> <p>FR  <b>(Comments):</b>  <b>Les autorités françaises sont favorables à cette rédaction plus claire</b> qui précise les règles applicables en matière de remboursement du bon à valoir au consommateur.  <b>The French authorities approve this wording</b> which specifies the rules applicable to the reimbursement of the voucher to the consumer.</p> <p>LV  <b>(Comments):</b>                      Latvia supports this proposal</p> <p>PL</p>

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	<p><b>(Drafting Suggestions):</b> changes accepted RO <b>(Comments):</b> We agree</p>
<p><b><u>(a) at the end of the validity period of the voucher if the voucher is not redeemed;</u></b></p>	<p>DE <b>(Comments):</b> From Germany's side there is no necessity for the proposed regulation because the effect of the voucher during its period of validity is already regulated in paragraph 4. PL <b>(Drafting Suggestions):</b> changes accepted RO <b>(Comments):</b> We agree</p>
<p><b><u>(b) at the moment when the voucher is redeemed partially, for the remaining amount of the traveller's refund right;</u></b></p>	<p>AT <b>(Comments):</b> For AT, it is not clear why, if the voucher is partially redeemed, the</p>

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	<p>remaining amount of the traveller's refund right shall be refunded and why the rest of the voucher does not remain valid until the end of the original validity period. What were the reasons for this provision?</p> <p>DE <b>(Comments):</b></p> <p>Germany suggests the deletion of the proposal. In consequence of this proposal service provider would not be able to plan with any reliability if travellers decide to use a voucher. Travellers could use the voucher at any time either for a full payment or a partial payment for a low priced service, thereby shortening the validity of the voucher.</p> <p>PL <b>(Drafting Suggestions):</b></p> <p>changes accepted</p> <p>PT <b>(Comments):</b></p> <p>With regard to point b) of the new paragraph 4a (and its recital 16a), we wonder whether partial use of the voucher makes it impossible to use the remaining value of the voucher for other services. Considering the PRES explanations in the last WP it seems that that is the case. However, it seems to us that by establishing that the partial use of the voucher will result in the immediate return of the remaining refund value, this will mean that in cases where a voucher with a higher value (than the refund value) has been made available, <b>the traveler will have to use the voucher in full, since if they only partially use the voucher for a service with a lower value, they will lose access to the</b></p>

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	<p><b>remaining value</b>, which will withdraw the attractive effect of a voucher with a higher value compared to the refund.</p> <p>In practical terms, <b>if a traveler is entitled to a refund of 500 euros, but accepts a voucher for 700 euros, if he uses the voucher partially on a service costing 300 euros, he will be immediately refunded the remaining refund amount, i.e. 200 euros, losing access to the remaining 400 euros of the voucher.</b></p> <p>This "automatic" refund completely cancels out the added value of having vouchers for higher amounts, which could allow the traveler to use the voucher for different services, making the voucher truly attractive.</p> <p>In this sense, and understanding that PRES wants to ensure that the traveler does not spend too long waiting for their refund in cases where they make partial use of the voucher, <b><u>it seems to us that it would be reasonable to allow the traveler to decide whether they want to receive the remaining amount of their refund immediately or whether they want to continue using the voucher.</u></b></p> <p>RO (Comments): We agree</p>
<p><b><u>(c) at the moment when the parties agree on a full refund before a voucher is redeemed or expires; or</u></b></p>	<p>DE (Comments): From Germany’s perspective, the regulation is not necessary because it defines an obvious legal matter.</p>

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	<p>PL (Drafting Suggestions): changes accepted</p> <p>RO (Comments): We agree</p>
<p><b><u>(d) in the event of the organiser’s insolvency.</u></b></p>	<p>DE (Comments): Germany welcomes the proposal.</p> <p>PL (Drafting Suggestions): changes accepted</p> <p>RO (Comments): We agree</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 <del>and written</del> agreement of both parties <b>on a durable</b></p>	<p>DE (Comments): Germany welcomes the proposal.</p>

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<p><u>medium. <del>The validity period shall end where the organiser becomes insolvent.</del></u></p>	<p>PL (Drafting Suggestions): changes accepted RO (Comments): We agree</p>
<p><u>5a. The voucher shall contain at least the following information in a clear and comprehensible manner:</u></p>	<p>AT (Comments): The structure of the various information obligations is clear and AT supports it in this form. DE (Comments): Germany welcomes the proposals. FI (Comments): We support this paragraph. PL (Drafting Suggestions): changes accepted RO</p>

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	(Comments): We agree
<b><u>(a) the trading name of the organiser;</u></b>	PL (Drafting Suggestions): changes accepted RO (Comments): We agree
<b><u>(b) the amount of the traveller's refund right;</u></b>	EE (Comments): EE: Please see our previous comments in p.3 PL (Drafting Suggestions): changes accepted RO (Comments): We agree

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<b><u>(c) the amount of the voucher;</u></b>	PL (Drafting Suggestions): changes accepted RO (Comments): We agree
<b><u>(d) the validity period of the voucher;</u></b>	PL (Drafting Suggestions): changes accepted RO (Comments): We agree
<b><u>(e) the fact that the traveller is entitled to a refund 14 days after the end of the validity period or after the voucher is partially redeemed, without the need for any prior request;</u></b>	AT (Comments): As already mentioned in paragraph 4a, the reason for introducing a refund right after partially redeeming a voucher remains unclear for AT. DE (Drafting Suggestions):

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	<p>the fact that the traveller is entitled to a refund 14 days after the end of the validity period or after the voucher is partially redeemed, without the need for any prior request;</p> <p>DE (Comments):</p> <p>See comment paragraph 4a point (b)</p> <p>LV (Drafting Suggestions):</p> <p><b><u>(e) the fact that the traveller is entitled to a refund 14 days after the end of the validity period or after the voucher is partially redeemed, without the need for any prior request;</u></b></p> <p>LV (Comments):</p> <p>Latvia proposes flexibility for MS to be able to ask for some written requests to travellers after the expiration of voucher. This is important, so that the organizer is able to validate the contact information of the traveller (vocher holder), since 12 months</p> <p>PL (Drafting Suggestions):</p> <p>changes accepted</p> <p>RO (Comments):</p> <p>We agree</p>

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<p><b><u>(f) the fact that the amount of the traveller’s refund right is covered by the organiser’s insolvency protection;</u></b></p>	<p>PL  <b>(Drafting Suggestions):</b>                      changes accepted                      RO  <b>(Comments):</b>                      We agree</p>
<p><b><u>(g) the fact that the voucher is transferable and the details on how to inform the organiser about a transfer.</u></b></p>	<p>FR  <b>(Drafting Suggestions):</b>  <b><u>(g) the fact that the voucher is transferable only once, without any additional costs, and the details on how to inform necessarily the organiser about a transfer;</u></b>  <b>h) the identity details of the initial traveller.</b>                      FR  <b>(Comments):</b>                      Les autorités françaises proposent des amendements afin de limiter le transfert des avoirs à une seule opération. Elles renvoient à leurs explications fournies en ce sens au considérant (16a).                      Par ailleurs, elles estiment nécessaire de préciser que l’avoir est transférable gratuitement, sans coût additionnel pour le consommateur, et proposent un amendement en ce sens.</p>

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	<p><b>The French authorities propose amendments to limit the transfer to a single transaction. They refer to their explanations to this effect in recital (16a).</b></p> <p><b>Moreover, they consider that it is necessary to specify that the voucher is transferable free of charge, without additional costs paid by the consumer. They also suggest a drafting amendment on this point.</b></p> <p>PL <b>(Drafting Suggestions):</b> changes accepted</p> <p>RO <b>(Comments):</b> We agree</p>
<p>7. If the voucher is not redeemed within its validity period, the organiser shall refund the amount <del>paid by the traveller</del>, specified in the voucher <del>If the voucher is only partially redeemed during its validity period, the organiser shall refund the remaining amount up to the amount of the payment made by the traveller for the package. The organiser shall refund the traveller without undue delay as soon as possible and, in any event, not later than</del> at the latest within 14 days after the end of the validity period <del>suspension of the traveller's refund right ends in accordance with paragraph 4a</del>, without the need of <del>for</del> any prior request by the traveller.</p>	<p>DE <b>(Comments):</b> Germany asks for clarification whether after the suspension refund entitlement ends the full voucher value must be paid or only the value of the refund entitlement.</p> <p>FI <b>(Comments):</b> We support this.</p> <p>LV</p>

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	<p><b>(Drafting Suggestions):</b></p> <p>7. If the voucher is not redeemed within its validity period, the organiser shall refund the amount <b>paid by the traveller</b>, specified in the voucher <b><u>If the voucher is only partially redeemed during its validity period, the organiser shall refund the remaining amount up to the amount of the payment made by the traveller for the package. The organiser shall refund the traveller without undue delay as soon as possible and, in any event, not later than</u></b> at the latest within 14 days after the end of the validity period <b><u>suspension of the traveller's refund right ends in accordance with paragraph 4a,</u></b> <del>without the need of for any prior request by the traveller.</del></p> <p>LV</p> <p><b>(Comments):</b></p> <p>Latvia proposes flexibility for MS to be able to ask for some written requests to travellers after the expiration of voucher. This is important, so that the organizer is able to validate the contact information of the traveller (vocher holder), since 12 months</p> <p>PL</p> <p><b>(Drafting Suggestions):</b></p> <p>changes accepted</p> <p>RO</p> <p><b>(Comments):</b></p> <p>We agree</p>

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<p align="center"><b>Presidency text proposal</b> <b>ST 9562/24 REV 1</b></p>	<p align="center"><b>Drafting Suggestions and Comments</b></p>
<p>8. Vouchers shall be transferable to another traveller without any additional cost. <del>That other</del> <b><u>The traveller to whom a voucher is transferred shall inform the organiser who issued the voucher of this the transfer and provide their personal data necessary for any refund.</u></b></p>	<p>DE  <b>(Comments):</b>                      Germany rejects the proposed addition: Travel companies will have to ensure that a voucher is only used once by the particular authorised person. Also the regulation does not specify the consequences if the new voucher holder does not fulfil their obligation to notify the company.</p> <p>EE  <b>(Drafting Suggestions):</b>                      Deletion of last sentence</p> <p>EE  <b>(Comments):</b>                      EE: Regarding the last sentence of paragraph 8, we propose to delete it. Additionally, it remains unclear what the consequences would be if the new voucher holder fails to fulfill their notification obligation. If the directive does not regulate the consequences of breaching the obligation to notify the transfer of the voucher, does this then fall within the competence of the Member States? Under current law in Estonia, the tour operator would fulfill their obligation to the creditor known to them, and this would be considered as fulfilling the obligation. Therefore, the new voucher holder would have a right against the original traveler, which we believe should be sufficient</p> <p>FI</p>

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	<p><b>(Comments):</b></p> <p>We support this amendment.</p> <p>FR</p> <p><b>(Drafting Suggestions):</b></p> <p>Vouchers shall be transferable <b>once</b> to another traveller without any additional cost. <del>That other</del> <b>The traveller to whom a voucher is transferred shall have the obligation to inform the organiser who issued the voucher of on the identity of the person he wants to transfer the voucher to this the transfer in a simple way and provide their personal data necessary for any refund.</b></p> <p>FR</p> <p><b>(Comments):</b></p> <p>Les autorités françaises proposent des amendements afin de prévoir pour le voyageur un mécanisme d’information simple et renvoient à leurs explications fournies en ce sens au considérant (16a).</p> <p><b>The French authorities propose a drafting suggestion in favour of a simple information mechanism for the traveller and refer to their explanations to this effect in recital (16a).</b></p> <p>LV</p> <p><b>(Drafting Suggestions):</b></p> <p>Vouchers shall be transferable to another traveller without any additional cost. <del>That other</del> <b>The traveler to whom a voucher is transferred before the transfer shall inform the organiser who</b></p>

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	<p><b><u>issued the voucher of this the transfer and provide their personal data necessary for any refund.</u></b></p> <p>LV (Comments):</p> <p>Latvia proposes to clarify that the organizer should be informed about the transfer of voucher BEFORE tha transfer happens, not AFTER.</p> <p>NL (Drafting Suggestions):</p> <p><b>Option 1:</b> <del>Vouchers shall</del> <b>The organisor may offer the possibility that the voucher can</b> be transferable to another traveller without any additional cost.</p> <p><b>Option 2</b> Vouchers shall be transferable <b>once</b> to a <b>consumer</b> <del>another traveller</del> with out any additional cost.</p> <p>NL (Comments):</p> <p>Our perference is to leave the option of transferbility of the voucher to the market. We see some practical problems when imposing an obligation for making vouchers transferable. For example,- changing the name of a ticket will incur additional costs. Which party has to pay it? The traveller or the travel organization? Furthermore, there is a risk that vouchers will become a business model. To avoid that, we should require that a voucher can only be tranasferred once and that a voucher may only be transferred to a consumer.</p>

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	<p>PL (Drafting Suggestions): changes accepted</p> <p>RO (Comments): We agree</p>
<p>9. <del>Vouchers</del> <b><u>The traveller's refund right, as mentioned on the voucher,</u></b> shall be covered by insolvency protection to be arranged by the organiser under Article 17 <del>for the amount of the payments received from the traveller's refund right.</del></p>	<p>AT (Comments): AT supports the fact that only the traveller's refund right is covered by insolvency protection.</p> <p>FI (Comments): We support this. We consider it to be very important that the voucher is covered by insolvency protection. But at the same time we consider that only the original refund right should be covered by insolvency protection.</p> <p>PL (Drafting Suggestions): changes accepted</p> <p>RO</p>

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	(Comments): We agree
(9) Article 17 is replaced with the following:	
<i>'Article 17</i>	
<b>Effectiveness and scope of insolvency protection</b>	RO (Comments): We agree
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 <del>any</del> <b>refund, including price reduction,</b> or had received a voucher from the organiser before its insolvency. <del>In relation to</del> <b>Where a traveller receives a</b> vouchers, the security shall be limited to the amount of <del>payments received from the traveller's</del> <b>refund right</b> . If the return journey is included in the package	AT (Comments): The addition of 'including price reduction' needs to be examined more closely. The aim of the insolvency protection is that travellers get their actually made payments back in a short period of time if the package is not performed. The right to a price reduction arises after the start of the package and includes not only partial non-fulfilment, but also poor fulfilment of a contractual obligation. These claims are often disputed and it is often difficult to assess whether a lack of conformity actually

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<p>travel contract, organisers shall also provide security for the traveller’s repatriation. Continuation of the package may be offered.</p>	<p>existed and to what extent the price reduction is justified which is why there is a fear of insolvency protection payments being delayed as such because this task could be a major challenge for insolvency protection providers. Therefore, we would ask the Presidency to explain in more detail which cases are being considered with ‘including price reduction’. In addition, the question arises as to which claims would additionally be covered by the wording ‘any refund’, as ‘price reduction’ is only mentioned as an example. If, for example, claims for damages including compensation for lost enjoyment of the holiday were also included, this would pose a further major challenge for settlement in the event of insolvency. Furthermore we ask for a detailed clarification whether, according to the currently applicable directive, price reduction claims due to a lack of conformity of the package travel are already covered by insolvency protection.</p> <p>DE  <b>(Comments):</b>                      Germany is again asking for information on what exactly is to be meant by "including price reduction". Exactly which reimbursement claims are to be covered by insolvency protection and why is there a need for this amendment? Is this a clarification or an addition to the previous legal situation?</p> <p>FI  <b>(Drafting Suggestions):</b>                      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</p>

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	<p>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 <del>a</del><b>any</b> refund, <b>including price reduction, if the organiser has accepted travellers claim or there is an outcome from ADR or court accepting the right to price reduction</b> ,.....</p> <p>FI <b>(Comments):</b></p> <p>We support including price reductions in insolvency protection, but only if the traveller’s right is clear when the request is made to the provider of the insolvency protection.</p> <p>This means that either the organiser has accepted the traveller’s claim or there is an outcome from an dispute handling entity such as ADR or Court. Otherwise the handling of insolvency and repayments to travellers would be too complicated.</p> <p>FR <b>(Drafting Suggestions):</b></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 <del>a</del><b>any</b> refund, <b>including price reduction</b>, or had received a voucher from the organiser before its insolvency. <del>In relation to</del> <b>Where a traveller receives a</b> vouchers, the security shall be limited to the amount of <del>payments received from the</del></p>

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

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	<p><b>(Comments):</b> Agree with the changes made. LU</p> <p><b>(Comments):</b> LU strongly supports the French proposal to add a paragraph 8 to Art. 17 and to modify Art.18 (2). This proposal is providing an important EU added value, in terms of consumer protection and Single market (art. 114 TFUE). LV</p> <p><b>(Comments):</b> Latvia can support the proposal MT</p> <p><b>(Comments):</b> MT agrees with the proposed change clarifying the refund amounts of vouchers. However, MT, while welcoming the increase of the period for refunds to 12 months and agrees that in-principal travellers require a deadline for their refund to be effected, insolvency declarations in MT are subject to court decisions which are subject to a set procedure and also to lengthy disputes. MT as previously proposed is that the limitation of the timeframe, now proposed at 12 months, would start from when from when the organiser is considered at national law as insolvent/bankrupt (whether by court decree or otherwise depending on the relative procedure) and the consumer submits a request. This would mean that</p>

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	<p>both requisites would have to be satisfied for consumer to receive refund.</p> <p>PL (Drafting Suggestions):</p> <p>changes accepted</p> <p>RO (Comments):</p> <p>We agree</p> <p>SE (Drafting Suggestions):</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 <b>any</b> refund, <b>including price reduction</b>, or had received a voucher from the organiser before its insolvency. <del>In relation to</del> <b>Where a traveller receives a</b> vouchers, the security shall be limited to the amount of <del>payments received from</del> the traveller's <b>refund right</b>. 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>SE (Comments):</p>

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	<p>SE strongly opposes the inclusion of price reductions in the protection against insolvency.</p> <p>If price reductions are included, the size of the security must be higher and thus, the package travel will be more expensive for the traveller. Furthermore, it will be very difficult for the provider of the insolvency protection (or the competent authority) to assess whether a claim for price reduction is justified and thus covered by the protection or not. Such an assessment is much more difficult than the evaluation of a claim for reimbursement after the termination of the package travel contract. The proposal to add price reduction could thus entail a significant administrative burden and a higher cost.</p> <p>SE supports that the protection regarding vouchers should be limited to the travellers refund right.</p> <p>SI <b>(Comments):</b></p> <p>SI supports the amendment. SI also supports FR proposal on setting up a register of organisers and their guarantors in each EU Member State that is accessible to consumers from the member state and outside the member state for obtaining data on providers and guarantors.</p>
<p>Organisers not established in a Member State which sell or offer for sale packages in a Member State, or which by any means direct such activities to a Member State, shall be obliged to provide the security in accordance with the law of that Member State.</p>	<p>MT <b>(Comments):</b></p> <p><b>Clarification</b> Clarification is needed on the applicability of this provision in case</p>

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	<p>organisers established in a Member State sell or offer packages to non-EU travellers.</p> <p>RO (Comments): We agree</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 <b><u>security shall be sufficient to cover the risk of related to an insolvency in periods when organisers hold the highest amounts of payments and</u></b> shall take into account <del>where organisers hold the highest amounts of payments and</del> any changes in the volume of sales of packages.</p>	<p>AT (Comments): Austria’s insolvency protection system actually covers the risk of insolvency in periods when organisers hold the highest amounts of payments as proposed in the revised directive (Art 17 (2)). If the organiser has peaks of sales, the insurance sum for the whole year has to be at least 50 % of the turnover of the month with the highest turnover.</p> <p>DE (Comments): Germany requests the deletion of sentence 4 according to which the insolvency protection should also explicitly cover the periods with the highest cash inflow, even if the service providers do not have to be paid by the organizers until later. In Germany’s view this means a contradiction to (EC) 40, which stipulates that very unlikely risks do not have to be taken into account in insolvency insurance. At times when organiser generate the highest turnover, the risk of insolvency is also very unlikely. Consequently, periods with the highest turnover should only be taken into account for</p>

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	<p>insolvency protection if other circumstances indicate a risk of insolvency.</p> <p>IT                      (Comments):                      Agree with the changes made.</p> <p>LV                      (Comments):                      Latvia can support the proposal</p> <p>PL                      (Drafting Suggestions):                      changes accepted</p> <p>RO                      (Comments):                      We agree</p> <p>SE                      (Comments):                      SE can accept this change.</p> <p>SI                      (Comments):                      SI supports the amendment.</p>

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<p>3. To ensure the effectiveness of insolvency protection, Member States shall supervise the insolvency protection arrangements of organisers established on their territory; <b>and</b> monitor the market for the provision <b>availability</b> of insolvency protection <b>solutions</b>; <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.</del></p>	<p>FI  <b>(Drafting Suggestions):</b>                      To ensure the effectiveness of insolvency protection, Member States shall supervise the insolvency protection arrangements of organisers established on their territory; <b>and</b> monitor the market for the provision <b>availability</b> of insolvency protection <b>solutions</b>;</p> <p>FI  <b>(Comments):</b>                      We are not sure what is required from a Member State in order to fulfill the obligation to monitor availability of insolvency protection solutions. Furthermore we believe that if there is a problem in the market, this will be communicated to MS by the organisers.</p> <p>IT  <b>(Comments):</b>                      Agree with the changes made we believe that co-financing of mechanisms by Member State (in any case subject to Union State aid provisions) should be kept. This provision – especially in cases of disruption of the travel and tourism business caused by exceptional circumstances, like an epidemic – would strengthen the level of protection of the consumers.</p> <p>MT  <b>(Comments):</b>  <u><b>Clarification</b></u>                      Due to the increase of online organisers it is becoming more difficult to</p>

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	<p>determine whether an organiser is established or not, especially in view of the lack of fixed criteria that are to be met for an organiser to be deemed established in a territory. It would be ideal that further provisions are also introduced to better clarify for the purposes of this directive what makes an organiser deemed established in one territory and not in another.</p> <p>PL  <b>(Drafting Suggestions):</b>                      changes accepted</p> <p>RO  <b>(Comments):</b>                      We agree</p> <p>SE  <b>(Comments):</b>                      SE is sceptical about introducing an obligation to monitor the availability of insolvency protection and believes that this should be deleted. Although this wording is more clear than the one in the Commission's proposal, what is required of MS is still uncertain. SE supports the deletion of the text on a second level of protection and on state aid.</p> <p>SI  <b>(Comments):</b>                      SI supports the amendment.</p>

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<p>4. An organiser’s insolvency protection shall benefit travellers regardless of their place of residence, the place of departure or where the package is sold and irrespective of the Member State where the entity in charge of the insolvency protection is located.</p>	<p>MT  <b>(Comments):</b>  <u>Clarification</u>                      As previously remarked it would be ideal if further provisions are included to better clarify whether this directive applies to non-EU travellers. This seems to give the impression that this directive is meant to protect only EU travellers, whilst the text of the directive, such as this provision, suggest otherwise. Therefore, it is important this is clarified.</p> <p>RO  <b>(Comments):</b>                      We agree</p>
<p>5. When the performance of the package is affected by the organiser’s insolvency, the security shall be available free of charge to ensure repatriations and, if necessary, the financing of accommodation prior to the repatriation.</p>	<p>RO  <b>(Comments):</b>                      We agree</p>
<p>6. Refunds of <u>travellers’</u> payments affected by the organiser’s insolvency shall be provided without undue delay after the traveller’s request and at the latest within <del>three</del> <u>12</u> months after the traveller has submitted <del>the</del> <u>all</u> documents necessary to examine the request.</p>	<p>AT  <b>(Comments):</b>                      An expansion of the deadline for repayment is supported.</p> <p>CZ</p>

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	<p><b>(Drafting Suggestions):</b></p> <p>6. Refunds of <b>travellers'</b> payments affected by the organiser's insolvency shall be provided without undue delay after the traveller's request and at the latest within <del>three</del> <b>12</b> months after the traveller has submitted <del>the</del> <b>all</b> documents necessary to examine the request.</p> <p><b><u>Travellers have right to submit the request in at least 6 months period after the insolvency of the organiser.</u></b></p> <p>CZ</p> <p><b>(Comments):</b></p> <p>Duration (and beginning) of the period for making a claim against the insurance company shall be resolved (it should start from the moment of the travel agency's insolvency), which creates legal risks and ambiguities in the cross-border sale of packages. We suggest to set the specific minimum period to submit the request.</p> <p>The time limit of 12 months seems unnecessarily long. We propose 6 months.</p> <p>EE</p> <p><b>(Comments):</b></p> <p>EE can support the proposed deadline, but we can also support shorter deadline (e.g., starting from 6 months)</p> <p>FI</p> <p><b>(Drafting Suggestions):</b></p> <p>Refunds of <b>travellers'</b> payments affected by the organiser's insolvency shall be provided without undue delay after the traveller's request. <del>and</del></p>

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	<p>at the latest within <del>three</del> <b>12</b> months after the traveller has submitted the <del>the</del> <b>all</b> documents necessary to examine the request.</p> <p>FI (Comments):</p> <p>This is a problematic question as 3 months might be long enough in cases where the insolvent organiser is small. But 12 months is probably too short if a very big organiser is insolvent. There may be tens of thousands of claims coming in within a very short time.</p> <p>FR (Drafting Suggestions):</p> <p>6. Refunds of <b>travellers'</b> payments affected by the organiser's insolvency shall be provided without undue delay after the traveller's request and at the latest within <del>three</del> <b>12 6 six</b> months after the traveller has submitted <del>the</del> <b>all</b> documents necessary to examine the request. <b>Each member State can determine the list of the documents necessary for the refund.</b></p> <p>FR (Comments):</p> <p><b>Les autorités françaises proposent des amendements pour porter le délai à 6 mois et prévoir que chaque État Membre puisse fixer la liste des documents que le voyageur doit présenter pour l'examen de sa demande.</b> Elles renvoient à leurs explications fournies au considérant (23). <b>The French authorities propose drafting amendments to define a 6 months period and to enable each Member State to establish the list</b></p>

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	<p><b>of documents to be joined to the traveller’s demand.</b> They refer to the explanations set out at recital (23).</p> <p>HR <b>(Drafting Suggestions):</b> Refunds of <b>travellers’</b> payments affected by the organiser’s insolvency shall be provided without undue delay after the traveller’s request and at the latest within six <del>12</del> months after the traveller has submitted <del>the all</del> documents necessary to examine the request.</p> <p>HR <b>(Comments):</b> The period of 12 months is too long from the point of view of consumer protection.</p> <p>IT <b>(Comments):</b> Agree with the changes made.</p> <p>LT <b>(Comments):</b> We would not agree with the proposal to delete the 3 months in Article 17 paragraph 6 term and enter 12 months instead. The deadline for paying out money to consumers after insolvency, as it violates consumers' reasonable expectations of getting money back for organized travel. We currently have 3 months in Lithuania + 1 month for unforeseen cases. The scheme works, why should the situation of consumers be worsened now? We agree that 3 months the term is too</p>

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	<p>short, so we suggest leaving it for 6 months or more flexible regulation for member states to set from 3 to 12 months return deadline.</p> <p>LV  <b>(Comments):</b>                      Latvia can support the proposal</p> <p>MT  <b>(Drafting Suggestions):</b>                      Refunds of payments affected by the organiser’s insolvency shall be provided without undue delay after the traveller’s request <del>and at the latest within three months after the traveller has submitted the documents necessary to examine the request.</del> <b>and subject to the submission of all necessary documentation to examine the request and at the latest within twelve months after the organiser has been legally declared insolvent as per national insolvency legislation.</b></p> <p>MT  <b>(Comments):</b>  <u><b>Rationale</b></u>                      The three months could be insufficient when there are many travellers that would require refunds. In addition, the declaration of insolvency is also a legal matter that would need to be determined and decided upon by the court. Such a timeline is unrealistic.                      In the context of MT, the three-month deadline is unacceptable. In addition, due to national procedures, the organiser would need to have been declared insolvent prior to any timelines being triggered.</p>

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	<p>NL (Drafting Suggestions):</p> <p><b><u>Member States shall require to providers of insolvency protection that Rrefunds of travellers' payments</u></b> affected by the organiser's insolvency shall be provided without undue delay after the traveller's request and at the latest within <b><u>12six</u></b> months after the traveller has submitted <b><u>all</u></b> documents necessary to examine the request.</p> <p>NL (Comments):</p> <p>With the proposed formulation we are concerned that a Member State can be held liable for exceeding the deadline. We believe that this is a civil matter and therefore this is the responsibility of the civil party who delivers a service for insolvency protection. If a Member State could be held responsible or even liable, this would also create wrong incentives for providers of insolvency protection. Therefore we propose to impose this obligation on the providers of insolvency protection and not the Member States.</p> <p>PL (Drafting Suggestions):</p> <p>We propose a deadline of 4 months from the submission of the necessary documents</p> <p>PL (Comments):</p> <p>What limitation period does the Commission propose? Does each state</p>

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	<p>have to set a limitation period for the submission of claims by the traveller himself? How long do travellers have to provide all necessary documents? Currently in Poland, a traveller injured by the insolvency of a travel agent has 3 years to provide the necessary documents. The lack of a specified list of documents necessary to obtain a refund from the organizer raises the risk of attempts by organizers to circumvent the law in order to avoid liability.</p> <p>In Poland regulation (article 17 of the act on tourist events and related tourist services dated November 24, 2017 r., Dz.U. z 2023 r. poz. 2211), such a request issued by the traveler must include the name and mailing address of the traveler and:</p> <ol style="list-style-type: none"> <li>1) a copy of the contract for participation in the tourist event concluded between the traveler and the tour operator or copies of documents confirming the purchase of related tourist services, for the performance of which the entrepreneur facilitating the purchase of related tourist services is responsible;</li> <li>2) a copy of the proof of payment to the tour operator or the entrepreneur facilitating the purchase of related tourist services of the amount due for the tourist event or tourist services for the performance of which the entrepreneur facilitating the purchase of related tourist services is responsible;</li> <li>3) a statement by the traveler:             <ol style="list-style-type: none"> <li>(a) stating the failure of the tour operator or the entrepreneur facilitating the purchase of related tourist services to fulfill contractual obligations of a certain value,</li> <li>b) stating the bank account or account in a cooperative savings and credit union to which the financial security is to be paid, or indicating</li> </ol> </li> </ol>

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	<p>another method of payment from the financial security. We propose to adopt a similar solution in this article, which would help to prevent any attempts to avoid repayment due to the vagueness of the formal requirements of the request.</p> <p>PT <b>(Drafting Suggestions):</b></p> <p><i>Refunds of <b>travellers</b>' payments affected by the organiser's insolvency shall be provided without undue delay after the traveller's request and at the latest within <del>three</del> <b>12</b> months after the traveller has submitted <del>the</del> <b>all</b> documents necessary to examine the request.</i></p> <p><b><u>For the purposes of the previous paragraph, the entity responsible for managing the organizer's insolvency must make the list of necessary documents available to travelers.</u></b></p> <p>PT <b>(Comments):</b></p> <p>With regard to the changes made, PT may be flexible with regard to the deadline, as long as it is effectively determined and does not exceed 12 months.</p> <p>As for the documents to be presented by the traveler, considering the problems presented by other delegations regarding the uncertainty of travelers as to which documents to present (there are even situations in which insurers request document after document without ever clarifying the list of documents needed to instruct the application), <b>PT considers that it would be of the utmost importance to establish the obligation for the entity responsible for insolvency management <u>to provide the list of the necessary documents.</u></b></p>

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	<p>RO (Comments): We agree</p> <p>SE (Comments): SE can accept this change.</p> <p>SI (Comments): SI supports the amendment regarding all documents. But the 12 months period is too long. We propose returning to 3 month period, because this payment is provided from provider of security and not from the insolvent organiser or retailer.</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): We support this.</p> <p>RO (Comments): We agree</p>

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

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

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	<p><b>(Comments):</b> EE supports option A and deletion of article 19 FI</p> <p><b>(Comments):</b> We support option A. FR</p> <p><b>(Drafting Suggestions):</b> <i>[Option A – opt to delete LTAs : <del>Article 19 is deleted</del>CHAPTER VI (LINKED TRAVEL ARRANGEMENTS) is deleted.]</i></p> <p>FR <b>(Comments):</b> Les autorités françaises souhaitent la suppression de la PVL. Elle proposent la suppression de tout le chapitre, qui comporte un seul article (article 19) consacré à la notion de prestation de voyage liée. <b>The French authorities are in favour of the deletion of the LTAs. They propose the deletion of the entire chapter, which includes a single article (Article 19) devoted to the concept of LTA.</b></p> <p>IT <b>(Comments):</b> Option A</p> <p>LV <b>(Comments):</b> Latvia supports the deletion of LTAs</p>

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	<p>PL  <b>(Drafting Suggestions):</b>                      See comment on Article 5</p> <p>PL  <b>(Comments):</b>                      See comment on Article 5</p> <p>RO  <b>(Comments):</b>  <i>We do not agree</i></p> <p>SE  <b>(Comments):</b>                      SE prefers option A.</p>
<p><i>[Option B – opt to keep LTA: Article 19 will be aligned to the new definition:]</i></p>	<p>PL  <b>(Drafting Suggestions):</b>                      See comment on Article 5</p> <p>PL  <b>(Comments):</b>                      See comment on Article 5</p> <p>RO</p>

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	<p>(Comments): We agree SI (Comments): <i>SI supports the option B.</i></p>
<p>(11) Article 19 is replaced by the following:</p>	
<p><i>'Article 19</i></p>	<p>FR (Drafting Suggestions): <del>Article 19</del> FR (Comments): Les autorités françaises proposent la suppression de cette ligne, en lien avec leurs commentaires précédents relatifs à la notion de prestation de voyage liée. The French authorities propose the removal of this line, in line with their previous comments relating to the concept of linked travel service.</p>

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<p><b>Insolvency protection and information requirements for linked travel arrangements</b></p>	<p>DE (Comments): Germany is deferring an evaluation of the proposed changes until a decision has been made on the fundamental question of whether the category of "linked travel arrangements" should be retained.</p> <p>FR (Drafting Suggestions): <del><b>Insolvency protection and information requirements for linked travel arrangements</b></del></p> <p>FR (Comments): Les autorités françaises proposent la suppression de cette ligne, en lien avec leurs commentaires précédents relatifs à la notion de prestation de voyage liée. The French authorities propose the removal of this line, in line with their previous comments relating to the concept of linked travel service.</p> <p>RO (Comments): We agree</p>
<p>1. For linked travel arrangements, as defined in Article 3(5), Member States shall ensure that traders <b>facilitating linked travel arrangements</b> which invite travellers to conclude a contract on a</p>	<p>FR (Drafting Suggestions):</p>

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

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	<p>PL <b>(Drafting Suggestions):</b></p> <p>It is important to note the legal and other consequences of the removal of linked tourism services (LTA) from the scope of regulation of the PTD on the market of entrepreneurs in the Member States. In Poland, there are currently (registered in the register) about 900 entrepreneurs who carry out at the same time the activities of a tour operator and an entity facilitating the purchase of related tourism services and about 40 entrepreneurs who carry out only the activities of an entity facilitating the purchase of related tourism services.</p> <p>PL <b>(Comments):</b></p> <p>Whether the removal of the LTA from the Directive will result in the simultaneous removal of the LTA provisions from the national laws of the Member States or whether, as a stricter regulation than the Directive, the provisions can be maintained If LTA is removed from the Directive, the title of the Directive would also need to be amended. (deletion of related tourism services)</p> <p>RO <b>(Comments):</b></p> <p>We agree</p>

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

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	<p>FR <b>(Comments):</b></p> <p>Les autorités françaises proposent la suppression de cette ligne, en lien avec leurs commentaires précédents relatifs à la notion de prestation de voyage liée. The French authorities propose the removal of this line, in line with their previous comments relating to the concept of linked travel service.</p> <p>RO <b>(Comments):</b></p> <p>We agree</p>
<p>3. Where traders do not comply with the requirements set out in paragraphs 1 and 2 of this Article, the rights and obligations laid down in Articles 9 and 12 and Chapter IV shall apply in relation to the travel services included in the linked travel arrangement.</p>	<p>FR <b>(Drafting Suggestions):</b></p> <p><del>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.</del></p> <p>FR <b>(Comments):</b></p> <p>Les autorités françaises proposent la suppression de cette ligne, en lien avec leurs commentaires précédents relatifs à la notion de prestation de voyage liée. The French authorities propose the removal of this line, in line with their</p>

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	<p>previous comments relating to the concept of linked travel service.</p> <p>RO (Comments): We agree</p>
<p>4. Where a linked travel arrangement is formed, the trader which concludes a contract on a different type of travel service shall inform the trader <b>facilitating the linked travel arrangement of the conclusion of the relevant contract</b>, which invited the traveller to conclude such contract on this fact.</p>	<p>FR (Drafting Suggestions): <del>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 <b>facilitating the linked travel arrangement of the conclusion of the relevant contract</b>, which invited the traveller to conclude such contract on this fact.</del></p> <p>FR (Comments): Les autorités françaises proposent la suppression de cette ligne, en lien avec leurs commentaires précédents relatifs à la notion de prestation de voyage liée. The French authorities propose the removal of this line, in line with their previous comments relating to the concept of linked travel service.</p> <p>MT (Comments): <b>Clarification if Option A (deletion of LTA's) is discarded:</b> This was already noted in the original drafting of the Directive. What if</p>

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	<p>the second trader does not inform the first trader ? Who will bear responsibility?</p> <p>PL (Drafting Suggestions):</p> <p>changes accepted</p> <p>RO (Comments):</p> <p>We agree</p>
	<p>FR (Drafting Suggestions):</p> <p><b>(11 bis) In the first sentence of Article 21, the words ‘or of travel services which are part of linked travel arrangements’ are deleted</b></p> <p>FR (Comments):</p> <p><b>Les autorités françaises proposent la suppression de la référence aux prestations de voyage liées, en lien avec leurs commentaires précédents relatifs à la suppression de cette catégorie juridique. Elles proposent donc l’ajout d’un point (11 bis).</b></p> <p><b>The French authorities propose the removal of any reference to the linked travel services, in accordance with their previous comments relating to the deletion of this legal category.</b></p> <p><b>Thus, they suggest to add a point (11 bis).</b></p>

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(12) Article 22 is replaced by the following:	RO (Comments): We agree
<i>'Article 22</i>	
<b>Right of redress and refund rights of organisers</b>	RO (Comments): We agree
(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.	PT (Comments): PT would like to ask COM whether this (1) of article 22 includes the right of organizers to be reimbursed by service providers involved in an organized travel, in cases where extraordinary circumstances at the consumers' place of departure lead to the termination of the contract by traveler (even if the service was provided or made available by the supplier).  RO (Comments):

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	<p>We agree</p>
<p>(2) Member States shall ensure that, when a service provider cancels a service that is part of a package or fails to provide it, that service provider shall refund to the organiser any payments made by the organiser for the service within 7 days. The 7-day period shall start on the day following the cancellation of the service or the day when the service was due to be performed, whichever is the earlier date.'</p>	<p>CZ  <b>(Comments):</b>                      CZ still finds that it would be difficult to enforce this provision especially towards service providers from third countries. The wording „Member States shall ensure“ also creates doubts if MSs could be sued by organisers if service providers fail to meet their obligation. CZ would like to avoid this possibility.</p> <p>FI  <b>(Comments):</b>                      We have major reservations regarding this proposal. We find it problematic that the directive, the main purpose of which is to achieve the highest possible level of consumer protection, would, as proposed, interfere with companies' freedom of contract.</p> <p>IT  <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>including the case of termination of the package travel contract by the traveller under 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</p>

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	<p>earlier date.'</p> <p>IT (Comments):</p> <p>The obligation of the service provider to refund must be guaranteed not only in cases where the service is cancelled by the service provider, but also when the travel package is cancelled by the consumer pursuant to Article 12 (cancellation due to extraordinary circumstances). Service providers often refuse to refund payments.</p> <p>MT (Drafting Suggestions):</p> <p>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 <del>organiser</del> <b>buyer</b> any payments made by the organiser for the service within 157 days. The <u>157</u>-day period shall start on the day following the cancellation of the service or the day when the service was due to be performed, whichever is the earlier date</p> <p>MT (Comments):</p> <p><b>Clarification</b></p> <p>Whilst the intention is commendable it will be difficult to monitor in Member States and practically impossible for service providers in third-countries.</p> <p>It is unclear what happens if the service provider does not abide by the same requirement. Will organisers/retailers still be expected to refund if they do not receive the refund from service provider? Also how are</p>

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	<p>non-EU service providers expected to be bound by the same?                      Moreover, if service providers fail to provide service for a reason which is not attributable to them, they should not be automatically bound to refund depending on the circumstances. For example, if the traveller arrived late for an excursion and hence service was not provided, the service provider shouldn't have to refund.                      Clarification is being requested on how this can be monitored and how this can be enforced particularly in non-EU Member States.                      MTalso believes that the 7 day period is too stringent. The 7 day period should be extended (in line with the requested extension for the14 day period).                      Furthermore a separate provision for extraordinary or en-masse situations should be inserted as per our drafting suggestions in Article 12 par 4.</p> <p>NL                      (Drafting Suggestions):</p> <p><del>Member States shall ensure that, w</del><b>Member States shall require, that service providers shall refund to the organiser any payments made by the organiser for the service within 7 days, W</b><del>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.</del> 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>NL                      (Comments):</p>

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	<p>The Netherlands understands the purpose of the proposal to introduce a B2B-refund right. However, we have concerns regarding enforcement. We do not understand how Member State could ensure that service providers will refund the organiser. This is a civil matter between the service provider and the organiser. If a Member State could be held responsible or even liable, this would also create wrong incentives. Therefore we propose to change the text and make it explicit in the recitals that Member States are not responsible directly for such disputes.</p> <p>RO  <b>(Comments):</b></p> <p>We agree</p> <p>SE  <b>(Comments):</b></p> <p>SE supports this proposal. SE believes that it is positive that rules are introduced on organisers' right to reimbursement from service providers.</p> <p>SI  <b>(Drafting Suggestions):</b></p> <p>Member States shall ensure that, when a service provider cancels a service that is part of a package or fails to provide it, that service provider shall refund to the organiser any payments made by the organiser for the service within 7 days. The 7-day period shall start on the day following the cancellation of the service or the day when the service was due to be performed, whichever is the earlier date.</p> <p><b>If applicable, organiser shall refund to the retailer any payments</b></p>

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	<p>received from the service provider, without any delay.’</p> <p>SI (Comments):</p> <p>SI suggests that we add: “If applicable, organiser shall refund to the retailer any payments received from the service provider, without any delay.”</p> <p>The added provision ensures in the case of cancellation of a service the whole chain of supply and in the end the consumer are reimbursed.</p>
	<p>FR (Drafting Suggestions):</p> <p><b>(12 bis) Paragraph 1 of Article 23 is replaced by the following: 1. A declaration by an organiser of a package that he is acting exclusively as a travel service provider, as an intermediary or in any other capacity, or that a package does not constitute a package, shall not absolve that organiser from the obligations imposed on them under this Directive.’</b></p> <p>FR (Comments):</p> <p>Les autorités françaises proposent l’ajout d’un point (12 bis) comme mesure de coordination liée à la suppression de la notion de prestation de voyage liée.</p> <p>The French authorities suggest the adding of a point (12 bis) as a coordination measure linked to the deletion of the concept of LTAs</p>
<p><b><u>(12a) In Article 23, a new paragraph 3a is inserted:</u></b></p>	<p>PL</p>

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	<p><b>(Drafting Suggestions):</b> changes accepted RO <b>(Comments):</b> We agree</p>
<p><b><u>‘(3a) Paragraphs 2 and 3 of this Article shall apply accordingly to the organiser’s refund right under Article 22(2).’</u></b></p>	<p>DE <b>(Comments):</b> Germany has concerns about the feasibility of the proposed right of recourse for organisers against service providers. Germany would, in particular, ask the Presidency to detail whether or not and to what extent it would be possible in practice to exercise this right of recourse against service providers in third countries. Germany would also ask the Presidency to set out any findings it has on the feasibility in practice of recourse within seven days. In Germany’s view, service providers will not generally have the necessary financial resources to settle refund claims, particularly in exceptional circumstances. The proposed provision would therefore appear likely to be difficult to implement in practice, in particular in such circumstances.</p> <p>EE <b>(Comments):</b> EE: Additions to this article raise serious concerns as it might have far more implications on B2B relations than only refund rights. As with</p>

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	<p>several other Member States, Estonia has repeatedly raised this issue. We understand the provision in such a way that the directive does not only stipulate the refund deadline, but completely blocks the possibility in transactions between companies, i.e. in contracts between service providers and organisers, to agree on any limitations of liability concerning the provision of the service by the service provider, including a situation where, for example, force majeure situation occurs (the provision contains a reference - when a service provider cancels a service). This means that traders cannot agree on the limitations of liability or, for example, choose the applicable law. Can the PRES or Council Legal Service confirm this understanding? This is a major change compared to the current directive. In addition, in such a case, would it constitute “overriding mandatory provisions” within the meaning of Article 9 of the Rome I Regulation (593/2008)? We would greatly appreciate any additional information on this matter, so we can consider whether to support such a significant restriction on freedom of contract.</p> <p>FI  <b>(Comments):</b></p> <p>We oppose the mandatory nature of B2B regulation.</p> <p>PL  <b>(Drafting Suggestions):</b></p> <p>changes accepted</p> <p>RO  <b>(Comments):</b></p>

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	<p>We agree</p> <p>SE</p> <p><b>(Comments):</b></p> <p>It is unclear what consequences a mandatory provision regarding refunds B2B entails. Although it is often smaller organisers who enter into agreements with larger service providers, the opposite can also occur. Introducing mandatory rules is an intrusive measure and to do so B2B, strong reasons are needed. Thus, SE is skeptical about the proposed article 23.3a.</p>
(13) Annex I is replaced by the text in Annex I to this Directive.	<p>RO</p> <p><b>(Comments):</b></p> <p>We agree</p>
(14) Annex II is replaced by the text in Annex II to this Directive.	<p>FR</p> <p><b>(Drafting Suggestions):</b></p> <p><i>Option A: opt to delete LTAs</i></p> <p>(14) Annex II is <del>replaced by the text in Annex II to this Directive</del> <b>deleted.</b></p> <p>FR</p> <p><b>(Comments):</b></p>

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	<p>Les autorités françaises proposent cette mesure de coordination liée à la suppression de la notion de prestation de voyage liée.</p> <p>The French authorities propose this coordination measure linked to the abolition of the concept of LTA.</p> <p>RO (Comments): We agree</p>
<i>Article 2</i>	
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 application of this Directive. This report will also take into account the impact on micro, small and medium-sized organisers.	<p>RO (Comments): We agree</p>
The report shall be accompanied, where necessary, by legislative proposals.	

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<i>Article 3</i>	
Transposition	
<p>1. Member States shall adopt and publish, by [<del>18</del> <b>30</b> 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>DE  <b>(Comments):</b>                      Germany supports the amendment of the transposition deadline.</p> <p>EE  <b>(Comments):</b>                      EE supports that proposal</p> <p>FI  <b>(Comments):</b>                      We support this. It is important that MS have enough time for transposition.</p> <p>FR  <b>(Drafting Suggestions):</b>                      Member States shall adopt and publish, by [<del>18</del> <b>30</b> <del>24</del> 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</p>

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	<p>provisions.</p> <p>FR  <b>(Comments):</b>                      Les autorités françaises considèrent qu'un délai de 30 mois pour transposer une directive qui modifie à la marge une directive déjà en vigueur n'est pas nécessaire. Un délai de 18 mois suffirait. Par souci de compromis, un délai de 24 mois peut être proposé.</p> <p>The French authorities consider that a period of 30 months to implement a directive which marginally modifies a directive already in force is not necessary. A period of 18 months would be sufficient. In the interests of a compromise, a period of 24 months may be proposed.</p> <p>PL  <b>(Drafting Suggestions):</b>                      changes accepted</p> <p>PL  <b>(Comments):</b>                      A period of 18 months is too short to implement the directive into national law</p> <p>RO  <b>(Comments):</b>                      We agree</p> <p>SI  <b>(Comments):</b></p>

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	SI supports the amendment.
They shall apply those provisions from [6 months after the transposition deadline].	RO (Comments): We agree
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.	RO (Comments): We agree
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.	RO (Comments): We agree

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<p align="center"><i>Article 4</i> Entry into force This Directive shall enter into force on the twentieth day following that of its publication in the <i>Official Journal of the European Union</i>.</p> <p align="center"><i>Article 5</i> Addressees This Directive is addressed to the Member States. Done at Brussels, <i>For the European Parliament The President</i> <i>For the Council The President</i></p>	<p>RO <b>(Comments):</b> <i>We agree</i></p>
	<p align="center"><i>General comments</i></p>
	<p>CY <b>(Comments):</b> <i>Regarding the articles on which no position has been expressed, the right for scrutiny reservation is reserved.</i></p>
<p align="center"><b>End</b></p>	<p align="center"><b>End</b></p>