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From:	Secretary-General of the European Commission, signed by Ms Martine DEPREZ, Director
date of receipt:	30 November 2023
To:	Ms Thérèse BLANCHET, Secretary-General of the Council of the European Union
No. Cion doc.:	COM(2023) 905 final - ANNEXES
Subject:	ANNEXES to the Proposal for a Directive of the European Parliament and of the Council amending Directive (EU) 2015/2302 to make the protection of travellers more effective and to simplify and clarify certain aspects of the Directive

Delegations will find attached document COM(2023) 905 final - ANNEXES.

Encl.: COM(2023) 905 final - ANNEXES



EUROPEAN
COMMISSION

Brussels, 29.11.2023
COM(2023) 905 final

ANNEXES 1 to 2

ANNEXES

to the

**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**

{SEC(2023) 540 final} - {SWD(2023) 905 final} - {SWD(2023) 906 final} -
{SWD(2023) 907 final} - {SWD(2023) 908 final}

Part A

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

MY KEY RIGHTS AS TRAVELLER

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

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

Company XY, as the organiser of this package, [where appropriate under the applicable national law] [and company XZ, as a retailer,]¹ is [are] fully responsible for the proper performance of the package.

Additionally, as required by law, your payments to company XY [(where appropriate) and company YZ]² are protected and, where the return journey is included in the package, your repatriation is guaranteed if this company/these companies were to become insolvent.

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

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

Key rights under Directive (EU) 2015/2302

Information

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

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

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

¹ The correct alternative is to be chosen by the Member States in light of their transposition of the Directive.

² See footnote 1.

Liable trader and contact points

- There is always **at least one trader who is liable for the proper performance of all travel services included in a package**. This trader is **the organiser of the package** as identified by the text in the box above and in the contract. The contract must contain the organiser's contact details.
- Where a package is sold via a **retailer**, travellers can always also contact the retailer if there are any problems or to pass messages to the organiser. The retailer's contact details are also provided in the contract. Depending on the applicable national law, retailers may also be liable for the performance of the package.
- Travellers will be given an **emergency telephone number or details of a contact point** where they can get in touch with the organiser or the retailer (travel agent) while they are on their trip or holiday.

Transfer of the contract

- Travellers may transfer the package to another person, possibly subject to a fee. The traveller must give reasonable notice to the organiser or, where applicable, to the retailer.

Price increases

- The price of the package may only be increased if specific costs rise (for instance, fuel prices) and if expressly provided for in the contract, and at the latest 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, travellers may terminate the contract and will, in that case, get their money back. If, in the contract, the organiser reserves the right to a price increase, travellers have a right to a price reduction if there is a decrease in the relevant costs.

Termination of the contract before the start of a package

- Travellers may **terminate the contract** without paying any termination fee and get a full refund of any payments if any of the essential elements of the package are changed significantly or if there is a price increase exceeding 8% of the price of the package.
- If, before the start of the package, the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the package if **unavoidable and extraordinary circumstances** significantly affect the trip or holiday. Examples of extraordinary circumstances include natural disasters, serious security problems or public health risks which can reasonably be expected to affect the package.
- Additionally, travellers may, at any time before the start of the package, terminate the contract, including on personal grounds, in return for an appropriate and justifiable termination fee. Travellers must be informed on applicable termination fees before concluding the contract and in the contract.

Refunds

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

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

Problems during the trip or holiday

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

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

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

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

Insolvency protection

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

Part B

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

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

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

Company XY, as the organiser of this package, [where appropriate under the applicable national law] [and company XZ, as a retailer,]³ is [are] fully responsible for the proper performance of the package. Additionally, as required by law, your payments to company XY [(where appropriate) and company YZ]⁴ are protected and, where the return journey is included in the package, your repatriation is guaranteed if this company/these companies were to become insolvent.

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

Key rights under Directive (EU) 2015/2302

Information

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

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

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

Liable trader and contact points

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

³ The correct alternative is to be chosen by the Member States in light of their transposition of the Directive.

⁴ See footnote 1.

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

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

Transfer of the contract

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

Price increases

— The price of the package may only be increased if specific costs rise (for instance, fuel prices), and if expressly provided for in the contract, and at the latest 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, travellers may terminate the contract. If the organiser reserves the right to a price increase, travellers have a right to a price reduction if there is a decrease in the relevant costs.

Termination of the contract before the start of a package

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

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

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

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

Refunds

— In all cases where the organiser or the traveller cancels the package, travellers must receive a refund of their payments within 14 days (where appropriate, taking termination fees into account). The organiser of the package is responsible for the refund. Where a retailer is

involved and where this is required by the applicable national law, the retailer is also responsible for refunds.

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

Problems during the trip or holiday

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

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

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

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

Insolvency protection

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

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

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

If you conclude a contract with company AB after receiving the confirmation of the booking from company XY the travel service provided by XY and AB will constitute a package within the meaning of Directive (EU) 2015/2302.

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

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

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

Following the hyperlink the traveller will receive the following information:

Key rights under Directive (EU) 2015/2302

Information

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

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

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

Liable trader and contact points

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

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

Transfer of the contract

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

Price increases

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

Termination of the contract before the start of a package

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

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

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

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

Refunds

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

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

Problems during the trip or holiday

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

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

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

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

Insolvency protection

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

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

ANNEX II

Part A

Standard information form where the trader facilitating a linked travel arrangement within the meaning of point 5 of Article 3 is a carrier responsible for the traveller's return journey

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

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

However, if you book additional travel services via this link/these links within 24 hours of receiving the confirmation of the booking of the first travel service, as required by EU law, your payments to XY will be protected in the event of XY's insolvency. Where necessary, your repatriation will be ensured. Please note that you will not receive a refund if the relevant service provider becomes insolvent.

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

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

Following the hyperlink the traveller will receive the following information:

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

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

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

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

Part B

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

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

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

However, if you book additional travel services via this link/these links within 24 hours of receiving the confirmation of the booking of the first travel service, as required by EU law, your payments to XY will be protected in the event of XY's insolvency. Please note that you will not receive a refund if the relevant service provider becomes insolvent.

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

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

Following the hyperlink the traveller will receive the following information:

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

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

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

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