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From:	General Secretariat of the Council
On:	19 December 2025
To:	Delegations

Subject:	Proposal for a DIRECTIVE OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL amending Directive (EU) 2015/2302 to make the protection of travellers more effective and to simplify and clarify certain aspects of the Directive - Letter to the Chair of the IMCO Committee of the European Parliament
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Following the Permanent Representatives Committee meeting of 19 December 2025 which endorsed the final compromise text with a view to agreement, delegations are informed that the Presidency sent the attached letter, together with its Annexes to the Chair of the European Parliament Committee on the Internal Market and Consumer Protection (IMCO).



Council of the
European Union

SGS 25/05059

Brussels, 19/12/2025

Ms. Anna CAVAZZINI

Chair, Committee on the Internal Market and Consumer Protection
European Parliament
Rue Wiertz 60, B-1047 Bruxelles
Belgium

Subject: Proposal for a DIRECTIVE OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL amending Directive (EU) 2015/2302 to make the protection of travellers more effective and to simplify and clarify certain aspects of the Directive. 2023/0435 (COD).

Dear Ms CAVAZZINI,

Following the informal negotiations on this proposal between the representatives of the three institutions, today the Permanent Representatives Committee agreed with the final compromise text.

I am therefore now in a position to inform you that, should the European Parliament adopt its position at first reading, in accordance with Article 294(3) TFEU, in the exact form of the text set out in the Annex to this letter (subject to revision by the lawyer-linguists of the two institutions), the Council, in accordance with Article 294(4) TFEU, will approve the European Parliament's position and the act shall be adopted in the wording which corresponds to the position of the European Parliament.

On behalf of the Council, I also wish to thank you for your close cooperation which should enable us to reach agreement of this dossier at the first reading.

Yours faithfully,

Ambassador Søren JACOBSEN
Chair of the
Permanent Representatives Committee

Copy: Mr **Michael MCGRATH**, Commissioner for Democracy, Justice, the Rule of Law and Consumer Protection.
Mr **Alex AGIUS SALIBA** European Parliament rapporteur, Committee on the Internal Market and Consumer Protection.

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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 Committee¹,

Having regard to the opinion of the Committee of the Regions²,

Acting in accordance with the ordinary legislative procedure,

Whereas:

- (1) Directive (EU) 2015/2302 of the European Parliament and of the Council³ modernised the legal framework for package travel in light of developments in the market and technology.

¹ OJ C , , p. .

² OJ C , , p. .

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

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 Council Directive 90/314/EEC⁴ 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.

- (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 ■ concept of ‘linked travel arrangement’ ■ . ■
- (3) While, overall, Directive (EU) 2015/2302 has worked well, several challenges have emerged since the start of its application on 1 July 2018. The COVID-19 pandemic and related government measures had a significant impact on both the travel industry and travellers and showed that specific provisions of the Directive, *including on the information to be provided to travellers, should* be clarified.
- (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.
- (5) ■ Overall, the definition of ‘package’ is considered to have been effective. *By contrast, the rules on ‘linked travel arrangements’ introduced in 2015 have led to considerable complexity in the legislative framework, including in the information to be provided to travellers. This complexity gave rise to legal uncertainty in the delimitation between packages and linked travel arrangements as well as between linked travel arrangements and stand-alone travel services, while there is no evidence that linked travel arrangements provided tangible benefits for travellers. Therefore, it is appropriate to simplify the provisions by deleting from Directive (EU) 2015/2302 the provisions on*

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

linked travel arrangements, as well as *Annex II, which contained five information forms for LTAs, while making a few adjustments to the definition of “package”*.

- (6) The principle underlying the definition of ‘package’ should remain that there is a close link between different travel services booked for the purpose of the same trip or holiday. ■
- (6a) *Travellers should receive clear information on whether a given combination of travel services constitutes a package or not. This may not be clear to travellers in certain booking situations. Therefore, in order to increase legal certainty, in booking situations where the conditions for a package are not met, but where traders invite travellers to purchase additional types of travel service for a given trip or holiday, traders should be required to warn travellers that the relevant services will not constitute a package and that travellers will not be protected under Directive (EU) 2015/2302. This should apply to instances where the invitation occurs before a traveller has purchased a first type of travel service, but also where such invitation occurs after a traveller has booked a first type of travel service. In cases where the invitation occurs before the traveller has concluded a first booking and where subsequently the traveller books the relevant services within a period of 24 hours, at the same point of sale, there is a close link between those bookings even if not all the conditions for a package, such as an inclusive or total price or a selection of the services before the travellers agrees to pay, are met. Therefore, if in such cases a trader does not clearly inform the traveller at the time of the invitation that the combination of travel services will not constitute a package, the relevant combination of travel services should be considered as a package protected under Directive (EU) 2015/2302, and the trader should be deemed to be the organiser of that package.*
- (7) *In booking situations where the trader invites the traveller to purchase additional travel services, an invitation should be understood as a situation where the trader encourages or prompts the traveller to book an additional type of travel service for the envisaged trip or holiday, for example, by way of an email containing a link to a booking facility, a prompt integrated in the booking process, or a phone call. In such cases, the trader would typically provide to the traveller a selection of offers based on the traveller’s interest in a particular destination and travel period. Where such offers are made in the form of an invitation to purchase as defined in Directive 2005/29/EC, which means in the form of a commercial communication which indicates the characteristics of the*

product or service and its price, this should be seen as a strong indication for an invitation. This may also cover instances where a trader asks the traveller to acknowledge an interest in further types of travel services for the same trip or holiday in order to provide offers for additional travel services in the form of an invitation to purchase as defined in Directive 2005/29/EC directly with or after the confirmation of the first booking. On the other hand, the simple availability of booking facilities for other travel services on a trader's website, application or at a trader's business premises or a general reference to such booking facilities and advertising of travel services triggered through metadata based on earlier searches for travel services would not be sufficient to be considered as invitation to purchase additional travel services.

- (8) The definition of package formed through linked online booking processes in Article 3(2)(b)(v) of Directive (EU) 2015/2302, which **requires the transmission of** the traveller's name, payment details and email address ■ from one trader to another ■, has proved to be too narrow. Therefore, it is appropriate to consider ■ bookings of different types of travel services for the same trip or holiday **as a 'package'** where the trader that is party to a first contract transfers **the traveller's personal data** to a trader that is party to a second or further contract **through which the traveller can be identified as a contracting party are transmitted from the trader with whom the first contract is concluded to another trader or other traders and a contract or contracts with the latter trader or traders is or are concluded at the latest 24 hours after the confirmation of the booking of the first travel service. Such data must enable the involved traders to establish that the same traveller is party to the relevant contracts and may include, for example,** the traveller's name, payment details, email address, **telephone number or social media account. Data that does not enable the involved traders to establish that the same traveller is party to the relevant contracts, such as, for example, an IP address identifying a device, should not be sufficient. The reference to the transfer of the traveller's personal data is intended to make the definition more future-proof.** Such transfer ■ indicates a close link between the relevant contracts and thus the creation of a package.

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- (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 ■,

should be replaced with the more specific criterion of ‘at least 25%’ in order to increase legal certainty. *It also should be recalled that other tourist services that are intrinsically part of travel services, such as other tourist services that are related to accommodation, are not considered as travel services in their own right, meaning that their inclusion cannot lead to the creation of a package even if their value is at least 25% of the total price. The recitals of Directive (EU) 2015/2302 contain examples of services that can be considered as intrinsically part of travel services, including access to certain on-site facilities at hotels or other types of accommodation. Furthermore, it should be recalled that other tourist services which are selected and purchased only after the performance of a travel service, such as accommodation, has started will not lead to the creation of a package either, even if their value is at least 25% of the total price.*

- (11) As demonstrated, in particular, during the COVID-19 pandemic ■ 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.
- (12) *While Directive (EU) 2015/2302 obliges organisers to inform travellers about arrangements for ■ payment, including any downpayments to be made, it does not contain any rules limiting the amount of downpayments or regulating the timetable for payment of the balance. Member States may regulate such aspects insofar as such rules are in conformity with Union law.*

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- (15) Where a travel service contained in a package is cancelled or not performed and where advance payments have been made to the respective service provider, organisers should be entitled to a refund of the payments made from service providers within 7 days. This right to refund should enable organisers to comply with their obligation to refund travellers

within 14 days in cases where also the package travel contract as a whole is terminated. Where a travel service provider cancels or does not provide a service contained in a package but where the package travel contract continues to exist, the right to a refund within 7 days should enable organisers to make alternative arrangements.

- (16) In certain *situations*, voluntary vouchers ■ 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 *providing* such guarantees *should be established*. Those guarantees should include *compulsory information* on the voluntary nature and on the *characteristics of the voucher, including information that the traveller's refund right is suspended only if the traveller accepts the voucher expressly. The fact that the traveller must accept the voucher expressly means that the acceptance cannot be implied but that the traveller must express it actively. Such acceptance should be declared on a durable medium. Vouchers should be issued on a durable medium, and it should be mandatory to state information on the characteristics of the voucher and the traveller's rights on the voucher. This should include information on the amount of the traveller's refund right and on the value of the voucher.* Organisers may make vouchers more attractive, for example, by increasing the *value* of the voucher compared to the traveller's refund right. In such cases, insolvency protection should be limited to the amount of ■ the traveller's *refund right*.
- (16a) *On grounds of legal certainty there should be rules on the validity period of vouchers and its possible extension. It is also appropriate to lay down that, during the validity period of the voucher, the traveller's right to a refund is suspended and to specify the instances where such suspension ends and the traveller regains their refund right. 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, may be redeemed in parts and, may be transferred once, without organisers' being able to charge a fee for the transfer. For a valid transfer the traveller transferring the voucher should inform the organiser on the identity of the transferee, so that the transferee can redeem the voucher or receive a refund. The confirmation of the transfer may take the form of a marking of the voucher, for example, either physically or electronically, to clearly indicate the transfer has taken place.*

- (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 to 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 Member States about such mechanisms. Such mechanisms are normally funded exclusively through contributions from organisers. Only in exceptional *and duly justified* circumstances can such mechanisms be co-financed by Member States, and their introduction is without prejudice to the Union provisions on State aid.
- (18) ■ 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. *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, which requires a case-by-case assessment. 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. The effects of unavoidable and extraordinary circumstances occurring at the place of departure, at the travel destination or its immediate vicinity, or affecting the journey to or from the destination, including the various places connected with the start and return of the trip in question, should be taken into account where they significantly affect the performance of travel services included in the package travel contract. The place of departure should be understood to be the place where the performance of the travel services starts under the package travel contract. Circumstances affecting only the journey to the destination or the return journey should not be taken into account if that journey is not part of the package travel contract, including the transport of the passenger to the agreed place of departure. Circumstances already known to the traveller concerned or foreseeable for him or her, on the date of conclusion of the package travel contract, and that have not exacerbated*

significantly since the conclusion of the contract, cannot be the basis for exercising the right to terminate such a contract without paying a termination fee.

- (18a) *Unavoidable and extraordinary circumstances include objective situations, for example warfare, other serious security problems such as terrorism, significant risks to human health such as the outbreak of a serious disease at the travel destination, or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the destination as agreed in the package travel contract. Unavoidable and extraordinary circumstances may not only cover circumstances which make it objectively 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. In this context, certain risks may affect certain groups of travellers particularly severely due to their vulnerability.*
- (19) *Official statements or recommendations issued by the competent authorities of a Member State advising travellers against travelling to a particular area may, by their nature, have considerable evidential value as to the occurrence, in the countries to which they relate, of unavoidable and extraordinary circumstances and of the consequences thereof for the performance of the package concerned. Such statements or recommendations, or the fact that travellers will be subject to serious restrictions at the travel destination or the Member State of residence or departure after returning from the trip or holiday, such as quarantine requirements for a significant period, can therefore, amongst other factors, be important elements to be taken into account when considering whether a termination of the contract due to unavoidable and extraordinary circumstances is justified. The relevance of specific official statements or recommendations for the termination of the contract at issue should be considered on a case-by-case basis, taking into account, amongst other factors, the nature of the circumstances at issue and the time between the termination of the contract and the scheduled start of the package and thus the likelihood of a significant change in the circumstances. At the same time, the existence of such statements or recommendations should not be a condition for establishing the existence of unavoidable and extraordinary circumstances and their effects on the performance of the package.*

- (20) It should also be clarified that the 14-day refund period, which is triggered by the termination of the contract, applies regardless of whether the traveller specifically asks for a refund.
- (21) In order to ensure effective and uniform protection of travellers and a level playing field for organisers it should be provided that the insolvency protection of organisers covers all payments made by or on behalf of travellers in the event of the organiser's insolvency, including where a traveller was entitled to a refund or had received a voucher from the organiser before its insolvency.
- (21a) *Within the parameters laid down in this Directive, Member States should define their insolvency protection systems applicable within their territories, including the associated procedures and the methods for providing information on insolvency protection through the most effective communication channels available. It is important to lay down that, as soon as an insolvency occurs, travellers must be provided with all necessary information. Accordingly, the Member States should designate the relevant entity or entities responsible for providing the necessary information.*
- (22) In order to ensure *the* effectiveness of insolvency protection for travellers at all times, it should be provided that the security is sufficient to cover costs for refunds and, *where applicable*, repatriations. *The security should take into account that* an insolvency *may occur* at a time when an organiser holds the highest amounts of payments. Any increases of those amounts due to a higher volume of packages sold in a given period *compared to the anticipated sales* should be taken into account. It should be clarified that Member States should supervise the insolvency protection of organisers and monitor the *availability* of insolvency protection . If necessary *to ensure effective insolvency protection*, Member States *may* require *additional mechanisms*, such as a back-up fund *to complement, for instance, the protection provided by* insurance policies . Such back-up funds should normally be funded exclusively through contributions from organisers *and* should be co-financed by the Member States only in exceptional *and duly justified* circumstances. Insofar as such measures involve State aid, *the Union provisions on State aid apply*.
- (23) Regarding refunds of *travellers'* payments in case of an organiser's insolvency, the period for refunds *after the submission of the necessary documents* should be further specified.

Information to be provided to travellers in the event of an organiser's insolvency should include information on the documents that travellers must submit in order to apply for a refund of their payments. The traveller should be requested to submit only documents that are necessary to examine the request in accordance with national provisions and taking into account the requirements of the specific entity or authority responsible for the secure and efficient processing of refund requests.

- (23a) *It is also appropriate to lay down that Member States may require retailers to take out insolvency protection in addition to organisers.*
- (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.
- (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 *the Annex* to Directive (EU) 2015/2302. For example, *these* standard information forms ■ 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. *Information should be provided to travellers in a clear and comprehensible manner, and, where applicable, in line with the accessibility requirements of Directive (EU) 2019/882. It should be recalled that where the services concerned fall within the scope of Directive (EU) 2019/882, accessibility for persons with disabilities is to be ensured in line with the accessibility requirements as set out in Annex I of Directive (EU) 2019/882. As a consequence of the deletion of linked travel arrangements, Annex II should also be deleted.*

- (25b) *In order to enhance the effectiveness of Directive (EC) 2015/2302, organisers should be obliged to comply with certain standards when handling complaints, including an obligation to acknowledge receipt within a period of seven days and provide a reasoned reply within a period of 60 days. In cases of communication by post, the organiser should be considered to have complied with this obligation if the date of the postage stamp is within those periods.*
- (25c) *Access to fair and efficient dispute resolution mechanisms is important also for the enforcement of the rights of travellers under Directive (EU) 2015/2302. Directive 2013/11/EU, which sets out the minimum requirements for the alternative (out-of-court) dispute resolution (ADR) bodies for consumer disputes that must exist in all Member States, also applies to disputes between travellers and traders under Directive (EU) 2015/2302. Directive (EU) 2025/, which amends Directive 2013/11/EU, with the objective of strengthening consumers' access to ADR, obliges Member States to promote participation of traders and consumers in ADR. Its recital 16 mentions that particular attention should be paid to the participation of traders and consumers in ADR mechanisms in certain sectors. It should continue to be mandatory that package travel contracts contain information on alternative dispute resolution mechanisms pursuant to Directive 2013/11/EU and, where applicable, on the ADR entity by which the relevant trader is covered. Traders should inform travellers on available alternative dispute resolution mechanisms also when replying negatively to a complaint received from a traveller.*
- (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.

- (28) This Directive respects the fundamental rights and observes the principles recognised by the Charter of Fundamental Rights of the European Union. This Directive, in particular, respects the freedom to conduct a business laid down in Article 16 of the Charter, while ensuring a high level of consumer protection within the Union, in accordance with Article 38 of the Charter.
- (29) The Commission should submit to the European Parliament and to the Council a report on the application of this Directive within 5 years of its entry into force. While the impacts of this Directive on travel businesses, including on micro, small and medium-sized organisers have been carefully assessed, it is appropriate to take into account in this report the impact of its application on micro, small and medium-sized organisers. Where necessary, the report should be accompanied by legislative proposals,

HAVE ADOPTED THIS DIRECTIVE:

Article 1

Amendments to Directive (EU) 2015/2302

Directive (EU) 2015/2302 is amended as follows:

- (1) Article 1 is replaced by the following:

‘Article 1

Subject matter

‘The purpose of this Directive is to contribute to the proper functioning of the internal market and to the achievement of a high and as uniform as possible level of consumer protection by approximating certain aspects of the laws, regulations and administrative provisions of the Member States in respect of contracts between travellers and traders relating to package travel **■**, as well as certain aspects of contracts between organisers of packages and *travel* service providers **and specific information requirements for certain situations not leading to the creation of a package.**’

- (2) in Article 2, paragraph 1 is replaced by the following:

- ‘1. This Directive applies to packages offered for sale or sold by traders to travellers and to *specific information requirements for certain situations not leading to the creation of a package.*

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.

- (2a) *in Article 2(2), point (a) is replaced by the following:*

‘(a) *packages covering a period of less than 24 hours unless overnight accommodation is included;*’

- (2b) *in Article 2(2), point (b) is replaced by the following:*

‘(b) *packages offered occasionally and on a ‘not-for-profit’ basis and only to a limited group of travellers;*’

- (2c) *in Article 2(2), point (c) is replaced by the following:*

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

- (3) Article 3 is amended as follows:

- (a) point 2 is replaced by the following:

‘(2) ‘package’ means a combination of at least two different types of travel services, as defined in point 1, for the purpose of the same trip or holiday, if:

- (a) those services are combined by one trader, including at the request of or in accordance with the selection of the traveller, before a single contract on all services is concluded; or
- (b) irrespective of whether separate contracts are concluded with individual travel service providers, and *those services are:*

- (i) ■ purchased from a single point of sale and *have been selected before the traveller agrees to pay, or*
■
- (ii) ■ offered, sold or *charged* at an inclusive or total price, regardless of any separate billing, or
- (iii) ■ advertised or sold under the term ‘package’ or under a similar term, or
- (iv) ■ combined after the conclusion of a contract by which a trader entitles the traveller to choose among a selection of different types of travel services, or
- (v) ■ purchased from separate traders through linked online booking processes where the traveller’s *personal data through which the traveller can be identified as a contracting party* are transmitted from the trader with whom the first contract is concluded to another trader *and a contract with that trader is concluded at the latest 24 hours after the confirmation of the booking of the first travel service.*

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

- (a) do not account for at least 25% of the value of the combination and are not advertised as and do not otherwise represent an essential feature of the combination; or
- (b) are selected and purchased only after the performance of a travel service as referred to in point (a), (b) or (c) of point 1 has started;.’

(b) point 5 is *deleted*.

(ba) point 7 is replaced by the following:

‘(7) ‘trader’ means any natural person or any legal person, irrespective of whether privately or publicly owned, who is acting, including through any other person acting in his name or on his behalf, for purposes relating to his trade, business, craft or profession in relation to contracts covered by this Directive, whether acting in the capacity of organiser, retailer, or as a travel service provider;’

(bb) point 12 is replaced by the following:

‘(12) ‘unavoidable and extraordinary circumstances’ means objective circumstances which are beyond the control of the party who invokes such circumstances and whose consequences could not have been avoided even if all reasonable measures had been taken;’

(4) Article 5, paragraph 1, is amended as follows:

(-a) in point (a), subpoint (viii) is replaced by the following:

‘(viii) whether the travel services included in the package are, in general, accessible to persons with reduced mobility, regardless of whether the reduced mobility is caused by a disability or other causes and regardless of whether it is permanent or temporary, and, upon the traveller's request, further information on the accessibility or suitability of the package in view of the specific needs communicated by the traveller;’

(-aa) point (b) is replaced by the following:

‘(b) the trading name and geographical address of the organiser and, where applicable, of the retailer, as well as their telephone number and, where applicable, an electronic address, enabling the traveller to contact the organiser quickly and communicate with them effectively;’

(a) point (d) is replaced by the following:

‘(d) the arrangements for payment, including, ***including by means of any existing loyalty points or other reward systems, and*** any amount or percentage of the price which is to be paid as a ***down payment*** and the timing for payment of the balance ■, or financial guarantees to be paid or provided by the traveller;’

(aa) *point (f) is replaced by the following:*

‘(f) ***relevant general information on passport and visa requirements, including approximate periods for obtaining visas and information on health formalities, of the country of destination and transit;***’

(b) point (g) is replaced by the following:

‘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);.’

■

(5) the following Article 5a is inserted:

‘Article 5a

■

Pre-contractual information in specific booking situations

- 1. Without prejudice to Article 23, in booking situations that do not lead to the creation of a package within the meaning of Article 3, point 2, and where a trader invites a traveller to purchase additional types of travel services for the same trip or holiday, the trader shall, at the time of the invitation, inform the traveller in a clear, comprehensible and prominent manner that if the traveller subsequently agrees to pay for an additional type of travel service after agreeing to pay for the first travel service, the first travel service and the additional travel service will not***

constitute a package and that the traveller will not benefit from the rights applying to packages under this Directive.

2. *Where a trader makes an invitation as referred to in paragraph 1 before the traveller agrees to pay for a first type of travel service but does not provide the information set out in that paragraph, and the traveller subsequently agrees to pay for such an additional type of travel service at the same point of sale within 24 hours from agreeing to pay for the first travel service, the relevant travel services shall constitute a package, and the trader shall be deemed to be the organiser of that package. ’*

- (6) Article 7 is amended as follows:

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- (a) in paragraph 2, point (b) is replaced by the following:

‘(b) information:

- (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;
- (ii) where applicable, that the traveller may also contact the organiser via the retailer.’

- (aa) *in paragraph 2, point (g) is replaced by the following:*

‘(g) information on complaint handling arrangements, including the language, or languages, in which a complaint can be submitted and will be handled, and the physical or electronic address where complaints can be submitted, as well as on alternative dispute resolution (‘ADR’) mechanisms pursuant to

Directive 2013/11/EU of the European Parliament and of the Council⁵, and, where applicable, on the ADR entity by which the trader is covered;

(b) the following paragraph 2a is inserted:

‘2a. The relevant information form set out in *the* Annex ■ shall be attached to *the contract and made available to the traveller on a durable medium at the time of the conclusion of* the contract. The contract shall contain a clear reference to that information form. ■

(7) Article 12 is amended as follows:

(-a) *paragraph 1 is replaced by the following:*

‘1. *Member States shall ensure that the traveller may terminate the package travel contract at any time before the start of the package. Where the traveller terminates the package travel contract under this paragraph, the traveller may be required to pay an appropriate and justifiable termination fee to the organiser, provided that the contract stipulates that the traveller may be required to pay such fees.*

The contract may:

- (a) *specify reasonable standardised termination fees, based on the time of the termination of the package travel contract before the start of the package and the expected cost savings and income from alternative deployment of the travel services, in the form of fixed amounts or percentages of the package price or a similar calculation method, or*
- (b) *stipulate that the termination fee corresponds to the price of the package minus relevant cost savings and income from alternative deployment*

⁵ *Directive 2013/11/EU of the European Parliament and of the Council of 21 May 2013 on alternative dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Directive on consumer ADR) (OJ L 165, 18.6.2013, p. 63).*

of the travel services, or a lower amount as agreed by the parties.
If the contract provides that a termination fee may be required but contains no further specifications, the termination fee shall correspond to the price of the package minus relevant cost savings and income from alternative deployment of the travel services, or a lower amount as agreed by the parties.
At the traveller's request the organiser shall provide a justification for the applicable termination fees.'

■

(a) paragraph 2 is replaced by the following:

‘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 ■ where it can be reasonably expected that the performance of the package travel contract will be significantly affected by unavoidable and extraordinary circumstances *occurring at the travel destination or its immediate vicinity, at the place of departure or affecting the traveller's journey to or from the destination*. 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.’

■

(c) paragraph 4 is replaced by the following:

‘4. The organiser shall provide any refunds required under paragraphs 2 and 3 or, with respect to paragraph 1, reimburse any payments made by or on behalf of the traveller for the package minus the appropriate and justifiable termination fee. The organiser shall make such refunds or reimbursements to the traveller without undue delay and, in any event, not later than 14 days after the package travel contract is terminated, *without the need for any prior request by the traveller. Where the traveller's payment details are no longer valid, the 14-day refund period shall start running as soon as the traveller has provided the organiser with the correct payment details.* ■

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

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. ■

(8) the following Article 12a is inserted:

‘Article 12a

Vouchers

1. Member States shall ensure that, where a contract is terminated pursuant to Articles 10, 11 or 12, the organiser may give the traveller the choice to accept a voucher *corresponding at least to the amount of the refund to which the traveller is entitled (the traveller's refund right)* instead of a refund. *The organiser may offer a voucher of a higher value than the traveller's refund right.*
- 1a. *Traveller may use the voucher for any travel service offered by the organiser and may redeem the voucher in parts. 1b. Organisers shall not treat holders of vouchers less favourably than other travellers in relation to the booking of travel services.*
2. *When offering a voucher to the traveller and before the traveller expressly accepts the voucher, the organiser shall inform the traveller clearly and prominently on a durable medium on the following rights of travellers as laid down in this Article and on the characteristics of the voucher:*

- (a) the fact that the traveller is entitled to a refund within 14 days and is not obliged to accept a voucher,
 - (aa) *the value of the voucher;*
 - (ab) *the amount of the traveller's refund right and the fact that this amount is covered by the organiser's insolvency protection;*
 - (ac) *the fact that the voucher may be used in full or in part and that it may be used for any travel service offered by the organiser and that, if the voucher is used to book a single travel service, that contract would not be covered by the protection provided for in this Directive;*
 - (b) the validity period of the voucher;
 - (bc) *the fact that the voucher may be transferred once and without any fee;*
 - (c) *the fact that if the voucher has not been redeemed up to the full amount of the traveller's refund right, the traveller is entitled to a reimbursement of the remaining amount of the traveller's refund right within 14 days after the end of the validity period, without the need for any prior request.*
- 2a. *The voucher shall be issued on a durable medium and shall contain the information listed in paragraph 2, except for point (a), in a clear and comprehensible manner. It shall also display the organiser's trading name and the information which travellers must provide to the organiser for the validity of a transfer to another person, as well as the start and the end date of the validity period.*
- I**
- 3a. *Vouchers shall have a validity period of a maximum of 12 months from the day a traveller expressly accepts a voucher in accordance with paragraph 4. That period may be extended once for up to 12 months with the express agreement of both parties on a durable medium.*
4. *The traveller's refund right shall be suspended during the validity period of the voucher provided that he received the information referred to in paragraph 2 and*

expressly accepted the voucher instead of a refund *on a durable medium*. The parties may at any time agree on a full *or partial* refund before a voucher is redeemed or expires. *The traveller's refund right shall expire when the voucher has been redeemed up to the level of the traveller's refund right.*

4a. *The suspension of the traveller's refund right shall end:*

- (a) at the moment when the validity period of the voucher expires insofar as the voucher has not been redeemed up to the amount of the traveller's refund right;*
- (b) at the moment when the parties agree on a refund of any remaining amount of the traveller's refund right before the validity period of a voucher expires; or*
- (c) in the event of the organiser's insolvency.*

4b. *The organiser shall refund the traveller without undue delay and, in any event, not later than 14 days after the suspension of the traveller's refund right ends in accordance with paragraph 4a points (a) and (b), without the need for any prior request by the traveller.*

■

7. *Vouchers may be transferred once. Organisers may not charge any fee for the transfer. The transfer shall be valid only if the traveller who transfers the voucher informs the organiser of the transfer and provides the transferee's personal data on a durable medium, necessary to redeem the voucher or to receive a refund at the end of its validity period. The organiser shall confirm the transfer of the voucher without undue delay on a durable medium.*

■

(8a) *the following Article 16a is inserted:*

'Article 16a

Complaint-handling

1. *The organiser shall make sure that he is easily contactable through the contact points indicated in accordance with Article 7(2)(d) and can respond efficiently to queries from or on behalf of travellers, in particular in relation to assistance under Article 16 if a traveller is in difficulty, or in relation to any lack of conformity occurring during the performance of the package and any remedies under Article 13.*
2. *In addition, each organiser shall have in place arrangements for the effective handling of other types of complaints.
The organiser shall acknowledge receipt of such complaints on a durable medium within seven days of receiving them and shall give a reasoned reply to the traveller on a durable medium within 60 days from the date of the complaint.
Member States may lay down shorter periods.*
3. *Unless the organiser fully accepts the traveller's complaint, the organiser shall inform the traveller in the reasoned reply on any alternative dispute resolution (ADR) mechanisms pursuant to Directive 2013/11/EU of the European Parliament and of the Council⁶ available to the traveller in the matter at issue.*

(9) Article 17 is replaced with the following:

‘Article 17

Effectiveness and scope of insolvency protection

1. Member States shall ensure that organisers established in their territory provide security for the refund of all payments made by or on behalf of travellers in the event of organisers' insolvency. This shall include the protection of payments made where a package is not performed in full or in part as a consequence of the organiser's insolvency or where a traveller was entitled to a refund. **Where a traveller receives a voucher, the security shall be limited to the ■ traveller's refund right.** If the return

⁶ *Directive 2013/11/EU of the European Parliament and of the Council of 21 May 2013 on alternative dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Directive on consumer ADR) (OJ L 165, 18.6.2013, p. 63).*’

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.

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

2. The security referred to in paragraph 1 shall be effective and shall cover reasonably foreseeable costs. It shall cover the amounts of payments made by or on behalf of travellers in respect of packages, taking into account the length of the period between 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 **■** at all times. The *security* shall take into account *that an insolvency may occur at a time when* organisers hold the highest amounts of payments *as well as* any changes in the volume of sales of packages.
3. To ensure the effectiveness of insolvency protection, Member States shall supervise the insolvency protection arrangements of organisers established on their territory, *and* monitor the *availability* of insolvency protection *solutions*. **■**
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.
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.
6. *Travellers shall receive a refund of their* payments **■** without undue delay **■** and at the latest within *six* months after *submitting* the documents necessary to examine *their application*.

In exceptional and duly justified cases, including where the entity or authority processing the application receives an exceptionally high number of applications within a short period of time or where the insolvency affects travellers from several

Member States, refunds of payments shall be provided within nine months after the submission of the necessary documents.

Member States may provide for shorter periods.

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

(a) the fact of the organiser's insolvency;

(b) the name and contact details of the entity in charge of insolvency protection, or where applicable, the competent authority;

(c) their rights in relation to packages that have already started or that can still be performed.

(d) the documents that travellers must submit in order to request a refund.

6b. *Each Member State shall ensure that online inventories listing all organisers, or where applicable retailers, that are established in its territory and covered by insolvency protection under the national provisions transposing this Directive are publicly accessible and kept up to date. Member States shall share with the Commission the links to the websites of their inventories when they notify the national measures transposing Directive (EU) [...] and shall communicate any changes to these links to the Commission without delay. The Commission shall make publicly available on its website a list of the links which it receives from the Member States and shall update that list as soon as a Member State communicates a new link to the Commission.*

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).'

(10) ■ Article 18 is amended as follows:

(a) *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.’

(b) *paragraph 3 is replaced by the following:*

‘3. *The central contact points shall make available to each other all necessary information on their national insolvency protection requirements and the identity of the entity or entities in charge of the insolvency protection for specific organisers established in their territory.*’

(c) *paragraph 4 is replaced by the following:*

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

(11) *Chapter VI is deleted.*■

■

(11a) *in Article 21, the first paragraph is replaced by the following:*

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

(12) Article 22 is replaced by the following:

‘Article 22

Right of redress and refund rights of organisers

- (1) In cases where an organiser or, in accordance with the second subparagraph of Article 13(1) or Article 20, a retailer pays compensation, grants price reduction or meets the other obligations incumbent on him under this Directive, Member States shall ensure that the organiser or retailer has the right to seek redress from any third parties which contributed to the event triggering compensation, price reduction or other obligations.
- (2) Member States shall ensure that, when a service provider cancels a service that is part of a package or fails to provide it, that service provider shall refund to the organiser any payments made by the organiser for the service within 7 days. The 7-day period shall start on the day following the cancellation of the service or the day when the service was due to be performed, whichever is the earlier date.’

(12a) *Article 23(1) 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 it under this Directive.’

■

(13) Annex I is replaced by the text in *the* Annex ■ to this Directive.

(14) Annex II is *deleted*.

Article 2

Reporting by the Commission and review

By [5 years after the entry into force of this Directive], the Commission shall submit to the European Parliament and to the Council a report on the application of this Directive. This report *shall include in particular an assessment of the application of Article 5a of Directive (EU) 2015/2302* and will also take into account the impact on micro, small and medium-sized organisers.

The report shall be accompanied, where necessary, by legislative proposals.

Article 3

Transposition

1. Member States shall adopt and publish, by [28 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.

They shall apply those provisions from [6 months after the transposition deadline].

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.

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.

Article 4

Entry into force

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

Article 5

Addressees

This Directive is addressed to the Member States.

Done at Brussels,

For the European Parliament
The President

For the Council
The President

Part I

Part A

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

MY KEY RIGHTS AS TRAVELLER The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302 on package travel. Therefore, you will benefit from all EU rights applying to packages. Company XY, as the organiser of this package, [where appropriate under the applicable national law] [and company XZ, as a retailer,]⁷ 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]⁸ 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. ■
- After concluding a package travel contract travellers will receive the contract on a durable medium (for example, on paper or per e-mail).

⁷ The correct alternative is to be chosen by the Member States in light of their transposition of the Directive.

⁸ 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), ***unless the parties agree on a substitute package within this period.*** 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 ***any travel service offered by the organiser*** 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.

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

Part II

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,]⁹ 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]¹⁰ 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. ■
- 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.
- 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.

⁹ The correct alternative is to be chosen by the Member States in light of their transposition of the Directive.

¹⁰ See footnote 1.

- 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), ***unless the parties agree on a substitute package within this period***. 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 ***any travel service offered by the organiser*** 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.)

Part III

Part C

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. ■
- 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), ***unless the parties agree on a substitute package within this period***. 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 ***any travel service offered by the organiser*** 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](#))

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