



Brussels, 30 October 2024
(OR. en)

Interinstitutional File:
2023/0435(COD)

9562/4/24
REV 4

LIMITE

CONSOM 179
MI 471
COMPET 508
CODEC 1234
TOUR 15
TRANS 223

NOTE

From: General Secretariat of the Council
To: Delegations

No. prev. doc.: 9562/3/24 REV 3 + COR 1
No. Cion doc.: 16338/24

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
- Presidency text proposal

In view of the Working Party on Consumer Protection and Information meeting on
6 November 2024, delegations will find attached a Presidency compromise proposal. Changes
compared to the Commission proposal (document 16338/23) are marked in **bold, underlined** for
the **new text** and in ~~strike through~~ for the deletions and new text compared to documents 9562/3/24
REV 3 and 9562/3/24 REV 3 COR 1 is also grey highlight.

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,

¹ OJ C , , p. .

² OJ C , , p. .

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. 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 new concept of ‘linked travel arrangement’, which encompassed bookings carried out at one point of sale and bookings at different points of sale which a trader ‘facilitates in a targeted manner’. Linked travel arrangements are largely treated like stand-alone services, but payments received by a trader facilitating a linked travel arrangement are to be protected against such trader’s insolvency. Directive (EU) 2015/2302 aimed to ensure transparency by obliging traders to inform travellers on the nature of travel product offered to them and on the associated rights through standard information forms contained in Annexes I and II to that Directive.

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).

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).

- (3) While, overall, Directive (EU) 2015/2302 has worked well, several challenges have emerged since the start of its application on 1 July 2018. The COVID-19 pandemic and related government measures had a significant impact on both the travel industry and travellers and exposed certain weaknesses in prevailing business models and showed that specific provisions of the Directive could be clarified.
- (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.

[Option A – opt to delete LTAs: recital (5) will be deleted]

[Option B – opt to keep LTAs: recital (5) will be adapted accordingly]

[Option C – opt to incorporate LTAs (b) in the package definition: recital (5) will be adapted accordingly].

- (5) While, overall, the definition of ‘package’ is considered to have been effective, **however based on the practical challenges concerning the usage of linked travel arrangements it is necessary to incorporate the definition of linked travel arrangements into the definition of ‘package’. The definition of ‘package’ should cover both situations under the linked travel arrangements definition by modifying the already existing cases and introducing a new situation into the ‘package’.** ~~the definition of and the rules on linked travel arrangements, as well as their delimitation from packages, should be clarified and simplified. Such clarification and simplification of the definitions and concepts ‘package’ and ‘linked travel arrangement’ should increase legal certainty for all parties, while making the protection of travellers more effective, and ensuring a level playing field for traders. At the same time, the number of information forms to be used by traders when informing travellers on their rights should be reduced.~~

Saisissez du texte ici

(5a) The new situation where the definition of ‘package’ contains the criterion of a single visit or contact, should be assessed on a case-by-case basis. Not every interruption in the booking process should be automatically presumed to lead to a separate visit or contact. For instance, when a traveller selects a travel service and shortly thereafter books one or more additional travel services, this should be considered as part of the same contact or visit. Even where a traveller leaves the trader’s premises or website after selecting the first travel service and returns to it within a short period of time to complete the booking of an additional service. By contrast, where a traveller, after completing one booking and without previously having enquired about additional bookings for the same trip or holiday or having been prompted by the trader to make additional bookings, later decides to book an additional travel service on the same website or at the same physical point of sale should not be considered as being part of the same visit or contact.

(6) The principle underlying the definition of ‘package’ should remain that there is a close link between different travel services booked for the purpose of the same trip or holiday. In order to ensure that there is no overlap between the definition of ‘package’ and ‘linked travel arrangement’ and to eliminate the difficulties in distinguishing between packages and linked travel arrangements, bookings of different types of travel services for the same trip or holiday at one point of sale where the travel services have been selected before the traveller concludes a first contract should be considered as packages in the same way as travel services booked at one point of sale within a short period of time. In both cases, there is a close link between the bookings of travel services. Therefore, the definition of ‘package’, should cover both situations, while bookings made on the occasion of a single visit of or contact with one point of sale should be removed from the definition of linked travel arrangement.

(7) ~~In the context of bookings made within a short period of time at one point of sale, it is appropriate to replace the rather vague criterion of ‘a single visit or contact’. Therefore, bookings of different types of travel services for the same trip of holiday made within three hours should always be considered as packages. The same should apply where, before the completion of a first booking, a trader invites a traveller to book additional services for the same trip or holiday after completing the first booking, and where subsequent bookings take place within 24 hours after the conclusion of the first contract.~~

[Option C – opt to incorporate LTAs (b) in the package definition: recital (8) will be modified accordingly].

(8) The definition of package formed through linked online booking processes in Article 3(2)(b)(v) of Directive (EU) 2015/2302, which required **requires** that the **transmission of the** traveller’s name, payment details and email address are all transmitted from one trader to another trader, has proved to be too narrow. Therefore, it is appropriate to consider as ‘package’ bookings of different types of travel services for the same trip or holiday **as ‘package’** where the trader that is party to a first contract transfers **the traveller’s personal data as defined in Article 4(1) of Regulation (EU) 2016/679** to a trader that is party to a second or further contract ~~alternatively the traveller’s name, payment details, email address or any other of the traveller’s personal data.~~ **This may include, for example, the traveller’s name, payment details and email address, telephone number, social media account or any other information through which the traveller can be identified.** Such transfer of ~~The reference to ‘personal data’ is intended to make the definition more future-proof and is appropriate as an indication for~~ **indicates a close link between the bookings/ or contracts in question and thus to consider them as a package** ~~so that the criterion of 24 hours for the second booking is not indispensable and should be removed.~~

[According to Option A and C: recital (9) will be deleted]

[Option B – opt to keep LTAs: recital (9) will be adapted accordingly]

- (9) The definition of ‘a linked travel arrangement’ should cover situations where a trader that is party to a first contract and receives payments from or on behalf of the traveller invites a traveller to book additional types of travel services for the same trip or holiday. In this context, the trader that is party to a first contract should obtain insolvency protection. Furthermore, in order to make sure that travellers fully benefit from the rules on insolvency protection and for traders to know that they are subject to this obligation, it is appropriate that the information forms on linked travel arrangements recommend to travellers to record the invitation and the additional booking, for instance through screenshots, and to inform the trader with whom a first contract was concluded that a contract on an additional type of travel service has been concluded for the same trip or holiday within 24 hours following the invitation from the trader. The trader should be obliged to make available to travellers a facility, such as an email address or a website, where travellers can register such information and shall acknowledge receipt of such information.
- (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 as referred to in Article 3(1)(d), should be replaced with the more specific criterion of ‘at least 25%’ in order to increase legal certainty.

- (11) As demonstrated, in particular, during the COVID-19 pandemic, the prevailing business practice of advance payments, the absence of business-to-business rules on refunds to organiser of packages for services cancelled or not performed by the service providers, the absence of rules on vouchers, as well as uncertainty on whether refund claims and vouchers for cancelled packages are covered by insolvency protection, can cause difficulties in relation to refunds to travellers, in particular, where unavoidable and extraordinary circumstances lead to numerous cancellations and affect many travel destinations. Therefore, it should be provided that travellers' payments are effectively protected at all times, including in a crisis. Furthermore, it should be ensured that the national insolvency protection systems are resilient and provide more uniform protection.
- ~~(12) There are certain risks which are inherent in the business practice of requiring advance payments, in particular, in situations where organisers are obliged to refund significant amounts to travellers for cancelled trips within a short period of time. Therefore, it should be provided that downpayments, that is to say payments asked of travellers at the time of booking or shortly afterwards, should not be higher than 25% of the total price of the package, and that organisers or, where applicable, retailers should be prevented from requesting the payment of the remaining amount earlier than 28 days before the start of the package. At the same time, organisers and, where applicable, retailers should be able to request higher downpayments where this is necessary to ensure the organisation and proper performance of the package. The level of downpayments requested by organisers may be justified by advance payments to service providers, including where they belong to the same group of companies as the organiser, or the need to cover the organiser's costs directly related to the organisation and performance of the package at the time of booking or shortly afterwards. This may, where applicable, include commissions requested by retailers.~~

- (13) ~~The level of downpayments should not require different calculations for each package but can be established for groups of packages that have similar characteristics regarding the necessity of downpayment. Organisers and, where relevant, retailers should continue to be obliged to inform travellers, before the conclusion of the contract, about the downpayments they request.~~
- (14) ~~Since the limitation of advance payments is not compatible with the concept of package travel gift boxes as referred to in Article 3(5)(b)(iv) of Directive (EU) 2015/2302 and packages booked less than 28 days before the start of the package, these two types of packages should be exempted from the limitation of advance payments introduced by this Directive.~~
- (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 situation voluntary vouchers to travellers can be a useful alternative to refunds. Vouchers can give more flexibility to organisers in particular if they are confronted with the obligation to make many refunds within a short period of time. At the same time, vouchers can be acceptable for travellers who do not need an instant refund, as long as there are specific legal guarantees. Therefore, clear rules on vouchers should be laid down which provide such guarantees. Those guarantees should include ~~transpareny~~ **compulsory information** on the voluntary nature and on the key characteristics of vouchers **before travellers accept the voucher. It is also appropriate to specify the necessary information to be mentioned on the voucher itself.**, as well as ~~on travellers' rights in relation to vouchers, for example, the fact that they are protected against the organiser's insolvency and that travellers are entitled to an automatic refund where a voucher is not redeemed during its period of validity.~~

(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.

Organisers may make vouchers more attractive, for example, by increasing the **value amount** of the voucher compared to the traveller's refund right. In such cases, insolvency protection should be limited to the amount of ~~payments received from~~ the traveller's **refund right**. **The amount of the refund right shall be is equivalent to the amount originally paid for the travel package by the traveller to the organiser. 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, they may be redeemed in parts, they and are transferable once and without any additional costs. Transferees For a valid transfer the transferor should inform the organiser on their the identity of the transferee, so that they can redeem the voucher or receive any refund.**

(17) It is conceivable for Member States to provide for mechanisms ensuring refunds to travellers in accordance with the legal requirements, for cases where packages are cancelled due to unavoidable and extraordinary circumstances and where organisers are unable comply with their refund obligations. In order to increase transparency, Member States introducing or maintaining such mechanisms should be obliged to inform the Commission and the central contact points of the other 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) The multitude of conceivable situations that may give rise to the termination of a package travel contract due to unavoidable and extraordinary circumstances which significantly affect the performance of a package requires a case-by-case assessment, for instance, in light of the nature and the extent of such circumstances. It should be clarified that the termination of a contract is possible if it can be reasonably expected that its performance will be significantly affected by unavoidable and extraordinary circumstances. **The assessment as to whether unavoidable and extraordinary circumstances will have significant effects on the performance of the package must be based on a prediction, at the moment of the termination of the contract, of the likelihood that the unavoidable and extraordinary circumstances will have significant effects on the performance of the package. Where a traveller terminates the contract, such assessment must be made from the perspective of an average traveller who is reasonably well-informed and reasonably observant and circumspect, based on information available at the date of termination of the package travel contract in question. Effects of unavoidable and extraordinary circumstances occurring at the place of departure, destination and at the various places connected with the start and return of the trip in question or affecting the journey to or from the destination should be taken into account where they affect the performance of travel services included in the package travel contract.**

(18a) Unavoidable and extraordinary circumstances may cover not only circumstances which make it impossible to perform a package but also circumstances which, without preventing such performance, mean that the package cannot be performed without exposing the travellers concerned to risks to their health and safety., taking into account circumstances, such as travelling with young children or of belonging to a higher-risk group. The relevance of such circumstances and their effects on the package should be established-assessed objectively.

- (19) **Official warnings against travel to a particular destination issued by the authorities of the Member State of departure or traveller's residence or the country of destination, or the fact that travellers will be subject to serious restrictions at the travel destination or in the Member State of residence or departure after returning from the trip or holiday, such as quarantine requirements for a significant period, can be elements to be taken into account in the assessment of whether a termination of the contract is justified. Every situation needs to be assessed. The relevance of specific travel warnings to the contract at issue will have to be considered on a case-by-case basis. Furthermore, the absence of official travel warnings does not prevent establishing the existence of those circumstances and their effects on the performance of the package.** During the Covid-19 pandemic, different interpretations emerged regarding cancellation rights due to 'unavoidable and extraordinary circumstances' including in relation to the relevance of travel warnings. It is, therefore, appropriate to specify that official travel warnings for the travel destination issued by the authorities of the Member State of the traveller's residence or departure or the country of destination, are important elements when assessing the justification of the termination of a contract. It should also be clarified that serious restrictions at the travel destination or applying after returning from the trip or holiday, such as quarantine requirements for a significant period, are also relevant when assessing the justification of the termination of a package travel contract.
- (20) It should also be clarified that the 14-day refund period, which is triggered by the **any** termination of the contract, applies regardless of whether the traveller specifically asks for a refund. **The organiser should reimburse all payments made by or on behalf of the traveller for the package.**

- (21) **Effectiveness of insolvency protection implies that the protection should become available as soon as, as a consequence of the organiser's liquidity problems, travel services are not being performed, will not be or will only partially be performed, or where service providers require travellers to pay for them. Furthermore,** 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 ~~eases where a package is not performed in full or in part as a consequence of the organiser's insolvency and cases~~ where a traveller was entitled to a refund or had received a voucher from the organiser before its insolvency.
- (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 repatriations in cases where an insolvency occurs at a time when an organiser holds the highest amounts of payments. Any increases of those amounts due to a higher ~~anticipated~~ 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 ~~market for the provision~~ **availability** of insolvency protection ~~and that~~. If necessary **to ensure effective insolvency protection**, Member States should be able to **may** require an additional a-second level of protection ~~mechanisms~~, such as a back-up fund **to complement, for instance, the protection provided by insurance policies**. This may be relevant, for example, where insurance policies do not provide the required level of protection. Such back-up funds should normally be funded exclusively through contributions from organisers **and**. ~~It should be clarified that such measures can~~ **should** be co-financed by the Member States only in exceptional **and duly justified** circumstances. ~~and reiterated that those provisions are without prejudice to the Union provisions on State aid insofar~~ **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 should be further specified, referring to ~~3-9~~ months after the traveller has submitted the documents necessary to examine the request. **Member States can provide for a shorter deadline. The period for refunds is independent of insolvency procedures before a national court or other responsible bodies. It is also important appropriate to lay down that, as soon as insolvency takes place, oblige organisers to notify the travellers must be provided about their insolvency without undue delay and to provide with all relevant-necessary information to benefit from insolvency protection rights about the mechanism of requesting refunds. Accordingly, the Member States should designate the relevant entity, in line with their own insolvency protection mechanisms, which will be responsible for providing this information.** It is also appropriate to lay down in a provision that Member States may require retailers to take out insolvency protection in addition to organisers.
- (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 Annexes I and II to Directive (EU) 2015/2302. For example, the standard information forms in Annex I should specify the trader responsible for refunds for cancelled packages. The right to terminate a package travel contract without a fee due to unavoidable and extraordinary circumstances should be presented next to the possibility to cancel a package subject to a cancellation fee. In addition, organisers should be obliged to add the standard information form to the contract so that it is available to travellers after the conclusion of the contract, along with contact details of the relevant traders.

- (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 and linked travel arrangements, as well as certain aspects of contracts between organisers of packages and service providers’.

- (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 linked travel arrangements facilitated by traders for travellers.

It also applies to refund rights of organisers as defined in Article 3(8) against travel service providers in case of cancellation or non-provision of a service that is part of a travel package.

(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:

(i) those services are purchased from a single point of sale and

–have been selected before the traveller agrees to pay, or

~~–other types of travel services are booked within 3 hours after the traveller agreed to pay for the first travel service, or~~

~~–other types of travel services are booked within 24 hours after the traveller agreed to pay for the first travel service and if, before the traveller agreed to pay for the first travel service, the trader invited the traveller to subsequently book one or more additional types of travel services, or~~

(ii) are offered, sold or paid at an inclusive or total price, regardless of any separate billing, or

(iii) are advertised or sold under the term ‘package’ or under a similar term, or

(iv) are combined after the conclusion of a contract by which a trader entitles the traveller to choose among a selection of different types of travel services, or

- (v) are purchased from separate traders through linked online booking processes where ~~the traveller's name, payment details and e-mail address~~ or the traveller's other personal data are transmitted from the trader with whom the first contract is concluded to another trader or other traders and a contract with the latter trader or traders is **concluded at the latest 24 hours after the confirmation of the booking of the first travel service.**

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;’.

Option A: delete LTAs (implies also the deletion of Article 19 and of Annex II)

- (b) point 5 is **deleted**, replaced by the following:

Option B: keep LTAs: the current definition will be simplified and clarified (that implies a few changes in Article 19 and maintaining five forms in Annex II)

Option C: opt to move the content of the LTA b) definition to the package definition and the LTAs will be deleted together with Annex II

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 **traders** ~~travel service providers~~, and:

(i) those services are purchased from a single point of sale and

~~–have been selected before the traveller agrees to pay~~ **for at least one of the services**, or

~~–other types of travel services are booked within 3 hours after the traveller agreed to pay for the first travel service, or~~

~~–other types of travel services are booked within 24 hours after the traveller agreed to pay for the first travel service and if, before the traveller agreed to pay for the first travel service, the trader invited the traveller to subsequently book one or more additional types of travel services, or~~

(ii) are offered, sold or paid at an inclusive or total price, regardless of any separate billing, or

(iii) are advertised or sold under the term ‘package’ or under a similar term, or

- (iv) are combined after the conclusion of a contract by which a trader entitles the traveller to choose among a selection of different types of travel services, or
- (v) are purchased from separate traders through linked online booking processes where ~~the traveller's name, payment details and e-mail address or the traveller's other~~ personal data are transmitted from the trader, **or in a targeted manner, the trader facilitates the procurement of at least one additional travel service from another trader** with whom the first contract is concluded to another trader or other traders and a contract with the latter trader or traders is **concluded at the latest 24 hours after the confirmation of the booking of the first travel service.**

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.**

Option B: keep LTAs

- (b) point 5 is replaced by the following:

‘(5) linked travel arrangement’ means a combination of different types of travel services, not falling under the definition of a package in point 2, ~~where, a trader which is party to a contract on the provision of a travel service and receives payments by or on behalf of a traveller invites a traveller to book additional type of travel service from another trader~~ **purchased** for the purpose of **the** same trip or holiday **at or via one point of sale within the meaning of point 15 and where a traveller agrees to pay for the second type of travel service within 3/X hours of agreeing to pay for the first type of travel service.** ~~and where a contract on the provision of an additional travel service is concluded at the latest 24 hours after the confirmation of the booking of the first contract.~~

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

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

~~‘(d) the arrangements for payment, including any amount or percentage of the price which is to be paid as a downpayment and the timing for payment of the balance, in accordance with Article 5a, or financial guarantees to be paid or provided by the traveller;’;~~

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

‘(g) information that the traveller may terminate the contract at any time before the start of the package in return for payment of an appropriate and justifiable termination fee, or, where applicable, the standardised termination fees requested by the organiser, in accordance with Article 12(1), and that the traveller may terminate the package travel contract without paying any termination fee due to unavoidable and extraordinary circumstances as specified under Article 12(2);’.

(5) — the following Article 5a is inserted:

‘Article 5a

Payments

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

(6) Article 7 is amended as follows:

(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.’

(b) the following paragraph 2a is inserted:

‘2a. The relevant information form set out in Annex I shall be attached to the contract. The contract shall contain a clear reference to that information form.’.

(7) Article 12 is amended as follows:

(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 in the event of unavoidable and extraordinary circumstances occurring at the **place of departure**, at the travel destination or its immediate vicinity, ~~at the place of the traveller’s residence or departure~~ or affecting the journey to the destination, where such circumstances significantly **and objectively** affect the performance of the package. The traveller may terminate the **package travel** contract where it can be reasonably expected that the performance of the package travel contract will be significantly **and objectively** affected by unavoidable and extraordinary circumstances. If the package travel contract is terminated in accordance with this paragraph, the traveller shall be entitled to a full refund of any payments made for the package but shall not be entitled to additional compensation.’

~~(b) the following paragraph 3a is inserted:~~

~~‘3a. Official warnings against travel to a particular destination issued by the authorities of the Member State of departure or traveller’s residence or the country of destination, or the fact that travellers will be subject to serious restrictions at the travel destination or in the Member State of residence or departure after returning from the trip or holiday, shall be important elements to be taken into account in the assessment of whether a termination of the contract based on paragraph 2 and paragraph 3, point (b), is justified.’~~

(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, regardless of whether the traveller specifically asks for a refund **without the need for any prior request by the traveller.**’

Where Member States introduce or maintain mechanisms aiming to ensure that refunds to travellers are made within the time period laid down in the first subparagraph, following the termination of package travel contracts in accordance with paragraphs 2 and 3, they shall inform the Commission and the central contact points of the other Member States, referred to in Article 18(2) about those mechanisms. ~~Any co-financing of such mechanisms by Member States is possible only in exceptional and duly justified circumstances and shall be conditional on approval under the Union State aid provisions.~~

(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 **to be used for any travel service offered by the organiser** which can be used for a future package instead of a refund. **The organiser may offer a voucher of a higher value than the traveller’s refund right.**

2. Before the traveller accepts the **When offering a voucher to the traveller**, the organiser shall inform the traveller clearly and prominently ~~in writing~~ **on a durable medium** about:
- (a) the fact that the traveller is entitled to a refund within 14 days and is not obliged to accept a voucher;
 - (aa) the amount of the traveller's refund right value of the voucher;**
 - (ab) the amount value of the voucher; of the traveller's refund right and the fact that it is covered by the organiser's insolvency protection;**
 - (b) the validity period of the voucher ~~and the rights of travellers in relation to vouchers as laid down in this Article;~~
 - (ba) the fact that the voucher can be used for any travel service offered by the organiser;**
 - (bb) the fact that the traveller can redeem the voucher in parts;**
 - (bac) the fact that the voucher may be transferred once and the details on how to inform the organiser about the transfer is transferable;**
 - (c) the fact that in case the voucher or part of it has not been redeemed, the traveller is entitled to a reimbursement for the remaining amount of the refund right within 14 days after the end of the validity period, without the need for any prior request;**
- 2a. The voucher 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.**

3. The value of the voucher offered shall correspond at least to the amount of the traveller's refund right. ~~The organiser may offer a voucher on of a higher amount than the traveller's refund right.~~

~~3a. If Tthe traveller shall be entitled to redeems the voucher partially, In that case the traveller may :~~

~~(a) — redeem the remaining value of the voucher later during the validity period., or Otherwise, the traveller is entitled to receive the remaining amount of the refund right at the end of the validity period.~~

~~(b) — request payment of the remaining refund right, which shall be made within 14 days.~~

~~3a.~~ Vouchers shall have a validity period of a maximum of 12 months from the day a traveller accepts a voucher in accordance with paragraph 4. That period may be extended once for up to 12 months with the explicit ~~and written~~ agreement of both parties on a durable medium. *[moved from paragraph 5]*

4. ~~The T~~travellers' shall lose their right to a refund shall be suspended during the validity period of the voucher ~~only if~~ provided that they received the information referred to in paragraph 2 and explicitly accepted the voucher instead of a refund explicitly and in writing on a durable medium. The parties may at any time agree ~~tion a full refund before a voucher is redeemed or expires.~~

~~4a. Without prejudice of paragraph 3a point (b), tThe suspension of the traveller's refund right shall end:~~

~~(a) at the end of if the validity period of the voucher expires if and the voucher is-has not been redeemed;~~

~~(b) insofar as the traveller has a remaining refund right due to the partial redemption of the voucher;~~

~~(cb)~~ at the moment when the parties agree on a full refund before a voucher is redeemed or expires; or

~~(de)~~ in the event of the organiser's insolvency.

~~4b.~~ If the voucher is not redeemed within its validity period, The organiser shall refund the amount specified in the voucher **the traveller without undue delay** as soon as possible and, **in any event, not later than** at the latest within **14 days after the end** of the validity period **suspension of the traveller's refund right ends in accordance with paragraph 4a points (a) - (bd)**, without the need of **for** any prior request by the traveller. *[moved from paragraph 7]*

5. ~~Vouchers shall have a validity period of a maximum of 12 months from the day a traveller accepts a voucher in accordance with paragraph 4. That period may be extended once for up to 12 months with the explicit and written agreement of both parties **on a durable medium**. *[moved to paragraph 3a]*~~

~~5a.~~ The voucher shall contain at least the following information in a clear and comprehensible manner:

~~(a)~~ the trading name of the organiser;

~~(b)~~ the amount of the traveller's refund right;

~~(c)~~ the amount of the voucher;

~~(d)~~ the validity period of the voucher;

~~(e)~~ the fact that the traveller is entitled to a refund 14 days after the end of the validity period without the need for any prior request;

~~(f)~~ the traveller's rights in relation to the partial redemption of the voucher under paragraph 3a;

~~(g) — the fact that the amount of the traveller's refund right is covered by the organiser's insolvency protection;~~

~~(h) — the fact that the voucher is transferable and the details on how to inform the organiser about a transfer.~~

7. — If the voucher is not redeemed within its validity period, The organiser shall refund the amount specified in the voucher **the traveller without undue delay** as soon as possible and, **in any event, not later than** at the latest within 14 days after the end of the validity period **suspension of the traveller's refund right ends in accordance with paragraph 4a points (a) and – (cb),** without the need of ~~for~~ any prior request by the traveller. *[moved to paragraph 4b]*
8. Vouchers shall be transferable to another traveller without any additional cost. **The transfer shall be valid only if the traveller to whom a who transfers the voucher is transferred shall informs the organiser who issued the voucher of the transfer and provides their transferee's personal data necessary for the redemption of the voucher or any refund.**
9. Vouchers **The traveller's refund right, as mentioned on the voucher,** shall be covered by insolvency protection to be arranged by the organiser under Article 17 for the amount of the payments received from the traveller.

- (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~~any refund, ~~or had received a voucher from the organiser before its insolvency.~~ In relation to **Where a traveller receives a** vouchers, the security shall be limited to the amount of payments received ~~from the traveller’s~~ **refund right**. If the return journey is included in the package travel contract, organisers shall also provide security for the traveller’s repatriation. Continuation of the package may be offered.

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 ~~and vouchers~~, at all times. The coverage **security shall be sufficient to cover the risk related to an insolvency in periods when organisers hold the highest amounts of payments and** shall take into account ~~where organisers hold the highest amounts of payments and~~ any changes in the volume of sales of packages.

3. To ensure the effectiveness of insolvency protection, Member States shall supervise the insolvency protection arrangements of organisers established on their territory, **and** monitor the market for the provision **availability** of insolvency protection **solutions**, and may, if necessary, require a second level of protection. ~~Any co-financing by Member States is possible only in exceptional and duly justified circumstances and shall be conditional on approval under the Union State aid provisions.~~
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. Refunds of **travellers'** payments affected by the organiser's insolvency shall be provided without undue delay ~~after the traveller's request~~ and at the latest within ~~three~~ **9** months after the traveller has submitted ~~the~~ **all relevant** documents necessary to examine the request **as specified in accordance with paragraph 6a point (b)(c)**. **Member States may provide for a shorter deadline for providers of insolvency protection to pay the refunds.**

~~6a. Organisers shall be obliged to inform~~ Member States shall ensure that in case of ~~an organiser's insolvency the travellers are informed on their website about their insolvency~~ without undue delay and ~~through appropriate communication channels about to provide all relevant information about the mechanism of requesting the refunds, including:~~

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

~~(ab) the name and assistance contact of the entity providing insolvency protection;~~

~~(bc) the list of documents to be submitted for a refund;~~

~~(d) information for travellers who already started their package.~~

~~6b. After becoming aware of the organizer's insolvency, the entity responsible for insolvency protection shall be obliged to publish the following information on its website without undue delay:~~

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

~~(b) the list of documents to be submitted for the traveller's claim;~~

~~(c) information for travellers who already started their package.~~

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) in Article 18, paragraph 2, is replaced by the following:

‘2. Member States shall designate central contact points to facilitate the administrative cooperation and supervision of organisers operating in different Member States and to exchange information in relation to insolvency protection and any mechanisms put in place to ensure the effectiveness of refunds for terminated package travel contracts. Member States shall notify the contact details of those contact points to all other Member States and the Commission.’

[According to Option A and C-Article 19 will be deleted]

[Option B – keep LTA: Article 19 will be aligned to the new definition:]

(11) Article 19 is replaced by the following:

‘Article 19

Insolvency protection and information requirements for linked travel arrangements

1. For linked travel arrangements, as defined in Article 3(5), Member States shall ensure that traders **facilitating linked travel arrangements** ~~which invite travellers to conclude a contract on a different type of travel service~~ shall provide security for the refund of all payments they receive from travellers. If such traders are responsible for the traveller’s return journey, the security shall also cover the traveller’s repatriation. The second subparagraph of Article 17(1), Article 17(2) to (6) and Article 18 shall apply mutatis mutandis.

2. **Before the traveller is bound by any contract leading to the creation of a linked travel arrangement or any corresponding offer, the trader facilitating linked travel arrangements,** ~~When inviting the traveller to conclude a contract on a different type of travel service, the trader, including where it the trader is not established in a Member State but, by any means, directs such activities to a Member State, shall provide the traveller with the relevant standard information form set out in Annex II, completed as appropriate. The **relevant** form shall be provided in a clear and prominent manner. **Traders providing Form D or Form E [of the current directive] of Annex II shall make available to travellers a facility through which travellers can inform them on the booking of additional travel services within 24 hours of receiving confirmation of the booking of a first travel service.**~~
3. Where traders do not comply with the requirements set out in paragraphs 1 and 2 of this Article, the rights and obligations laid down in Articles 9 and 12 and Chapter IV shall apply in relation to the travel services included in the linked travel arrangement.
4. Where a linked travel arrangement is formed, the trader which concludes a contract on a different type of travel service shall inform the trader **facilitating the linked travel arrangement of the conclusion of the relevant contract,** ~~which invited the traveller to conclude such contract on this fact.~~

(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) In Article 23, a new paragraph 3a is inserted:

'(3a) Paragraphs 2 and 3 of this Article shall apply accordingly to the organiser's refund right under Article 22(2).'

- (13) Annex I is replaced by the text in Annex I to this Directive.
- (14) Annex II is replaced by the text in Annex II to this Directive.

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 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 [~~18~~ **30** 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

For the Council

The President The President