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From: General Secretariat of the Council
To: Permanent Representatives Committee/Council

Subject: *Preparation of the Council ("Competitiveness") of 28-29 May 2015*
Proposal for a Directive of the European Parliament and of the Council on package travel and assisted travel arrangements, amending Regulation (EC) No 2006/2004, Directive 2011/83/EU and repealing Council Directive 90/314/EEC
- Political Agreement

Proposal for a

DIRECTIVE 2015/.../EU OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL

on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004, Directive 2011/83/EU and repealing Council Directive 90/314/EEC

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,

After consulting the Committee of the Regions,

Acting in accordance with the ordinary legislative procedure²,

Whereas:

¹ OJ C , , p. .

² Position of the European Parliament of 12 March 2014 (not yet published in the Official Journal) and position of the Council at first reading of ... (not yet published in the Official Journal)

- (1) Council Directive 90/314/EEC³ lays down a number of important consumer rights in relation to package travel, in particular with regard to information requirements, the liability of traders in relation to the performance of a package and protection against the insolvency of an organiser or a retailer. However, it is necessary to adapt the legislative framework to market developments, in order to make it more suitable for the internal market, remove ambiguities and close legislative gaps.
- (2) Tourism plays an important role in the economies of the Union and package travel, package holidays and package tours ('packages') represent a significant proportion of the travel market. That market has undergone considerable changes since the adoption of Directive 90/314/EEC. In addition to traditional distribution chains, the Internet has become an increasingly important medium to offer travel services. Travel services are not only combined in the form of traditional pre-arranged packages, but are often combined in a customised fashion. Many of those combinations of travel services are either in a legal grey zone or are clearly not covered by Directive 90/314/EEC. This Directive aims to adapt the scope of protection to those developments, enhance transparency and increase legal certainty for travellers and traders.
- (3) Article 169 of the Treaty on the Functioning of the European Union (TFEU) provides that the Union is to contribute to the attainment of a high level of consumer protection through measures adopted pursuant to Article 114 TFEU.
- (4) Directive 90/314/EEC gives broad discretion to the Member States as regards transposition; therefore, significant divergences between the laws of the Member States remain. Legal fragmentation leads to higher costs for businesses and obstacles for those wishing to operate cross-border, thus limiting consumers' choice.

³ 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).

- (5) In accordance with Articles 26(2) and 49 TFEU, the internal market is to comprise an area without internal frontiers in which the free movement of goods and services and the freedom of establishment are ensured. The harmonisation of the rights and obligations arising from package travel contracts and linked travel arrangements is necessary for the creation of a real consumer internal market in that area, striking the right balance between a high level of consumer protection and the competitiveness of businesses.
- (6) The cross-border potential of the package travel market in the Union is currently not fully exploited. Disparities in the rules protecting travellers in different Member States are a disincentive for travellers in one Member State from buying packages and linked travel arrangements in another Member State and, likewise, a disincentive for organisers and retailers in one Member State from selling such services in another Member State. In order to enable consumers and businesses to benefit fully from the internal market, while ensuring a high level of consumer protection across the Union, it is necessary to further approximate the laws of the Member States relating to packages and linked travel arrangements.
- (7) The majority of travellers buying packages are consumers in the sense of Union consumer law. At the same time, it is not always easy to distinguish between consumers and representatives of small businesses or professionals who book trips related to their business or profession through the same booking channels as consumers. Such travellers often require a similar level of protection. In contrast, there are companies or organizations that make travel arrangements on the basis of a general agreement, often concluded for numerous travel arrangements or a specified period for instance with a travel agency. The latter type of travel arrangements do not require the level of protection designed for consumers. Therefore, this Directive should apply to business travellers, including members of liberal professions, self-employed or other natural persons, where they do not make travel arrangements on the basis of a general agreement. To avoid confusion with the definition of the term 'consumer' in other Union consumer protection legislation, persons protected under this Directive should be referred to as 'travellers'.

- (8) Since travel services may be combined in many different ways, it is appropriate to consider as packages all combinations of travel services that display features which travellers typically associate with packages, in particular where separate travel services are bundled together into a single travel product for which the organiser assumes responsibility for proper performance. In accordance with the case law of the Court of Justice of the European Union⁴, it should make no difference whether travel services are combined before any contact with the traveller or at the request of or according to the selection made by the traveller. The same principles should apply irrespective of whether the booking is made through a high street travel agent or online.
- (9) For the sake of transparency, packages should be distinguished from linked travel arrangements, where online or high street agents assist travellers in procuring travel services leading the traveller to conclude contracts with different travel services providers, including through linked booking processes, which do not contain the features of a package and in relation to which it would not be appropriate to apply all obligations applying to packages.

⁴ See Judgment of the Court of Justice of the European Union of 30 April 2012 in Case C-400/00 *Club Tour, Viagens e Turismo SA v. Alberto Carlos Lobo Gonçalves Garrido and Club Med Viagens Ld*, ([2002] ECR, I-04051).

- (10) In light of market developments, it is appropriate to further define packages on the basis of alternative objective criteria which predominantly relate to the way in which the travel services are presented or purchased and where travellers may reasonably expect to be protected by this Directive. That is the case, for instance, where different travel services are selected for the same trip or holiday at a single point sale before the traveller agrees to pay, that is to say, within the same booking process or where such services are offered, sold or charged at an inclusive or total price, as well as where such services are advertised or sold under the term 'package' or under a similar term indicating a close connection between the travel services concerned. Such similar terms could be, for instance, "combined deal", "all-inclusive" or "all-in arrangement".
- (11) At the same time, linked travel arrangements should be distinguished from travel services which travellers book independently, often at different times, even for the purpose of the same trip or holiday. Online linked travel arrangements should also be distinguished from linked websites which do not have the objective of concluding a contract with the traveller and from links through which travellers are simply informed about further travel services in a general way, for instance where a hotel or an organiser of an event includes on its website a list of all operators offering transport services to its location independently of any booking or if cookies or meta data are used to place advertisements on websites.
- (12) The purchase of a travel service on a stand-alone basis as a single travel service constitutes neither a package nor a linked travel arrangement.

- (13) Particular rules should be laid down for both high street and on-line retailers which assist travellers, on the occasion of a single visit or contact with their own point of sale, in concluding separate contracts with individual service providers and for online retailers which, for instance, through linked online booking processes, facilitate the procurement of additional travel services from another trader in a targeted manner, where contracts are concluded not more than 24 hours after the confirmation of the first travel service. Such facilitation will often be based on a commercial link involving remuneration, regardless of its calculation method, for instance, on the basis of the number of clicks or of the turnover, between the trader that facilitates the procurement of additional travel services and the other trader. These rules would apply for example, where, along with the confirmation of the booking of a first travel service such as a flight or a train journey, a consumer receives an invitation to book an additional travel service available at the chosen travel destination, for instance, hotel accommodation, with a link to the booking site of another service provider or intermediary. While those arrangements do not constitute packages within the meaning of this Directive as there can be no confusion that a single organiser has assumed the responsibility for the travel services, such linked arrangements constitute an alternative business model that often competes closely with packages.
- (14) In order to ensure fair competition and to protect consumers, the obligation to provide sufficient evidence of security for the refund of pre-payments and the repatriation of travellers in the event of insolvency should also apply to linked travel arrangements.

- (15) To increase clarity for travellers and enable them to make informed choices as to the different types of travel arrangements on offer, it is appropriate to require traders to state clearly and prominently whether they are offering a package or a linked travel arrangement, and provide information on the corresponding level of protection, before the traveller agrees to pay. A trader's declaration as to the legal nature of the travel product being marketed should correspond to the true legal nature of the product concerned. The enforcement authorities should intervene where traders do not provide accurate information to travellers.
- (16) Only the combination of different travel services, such as accommodation, carriage of passengers by bus, rail, water or air, as well as ~~car~~ rental of motor vehicles or certain motorcycles, should be considered for the purposes of identifying a package or a linked travel arrangement. Accommodation for residential purposes, including for long-term language courses, should not be considered as accommodation within the meaning of this Directive. Financial services such as travel insurances should not be considered as travel services. In addition, services which are intrinsically part of another travel service should not be considered as travel services in their own right. This includes, for instance, transport of luggage provided as part of carriage of passengers, minor transport services, such as carriage of passengers as part of a guided tour or transfers between a hotel and an airport or a railway station, meals, drinks and cleaning provided as part of accommodation, access to on-site facilities such as a swimming pool, sauna, spa or gym included for hotel guests. This also means that in cases where, unlike in the case of a cruise, overnight accommodation is provided as part of passenger transport by road, rail, water or air, accommodation should not be considered as a travel service in itself if the main component is clearly transport.

- (17) Other tourist services which are not intrinsically part of carriage of passengers, accommodation or the rental of motor vehicles or certain motorcycles, may be, for instance, admission to concerts, sport events, excursions or event parks, guided tours, ski passes and rental of sports equipment such as skiing equipment, or spa treatments. However, if such services are combined with only one other type of travel service, for instance accommodation, this should lead to the creation of a package or linked travel arrangement only if they account for a significant proportion of the total price of the package or linked travel arrangement, or are advertised as or otherwise represent an essential feature of the trip or holiday. If other tourist services account 25% or more of the combination, those services should be considered as representing a significant proportion of the package or linked travel arrangements. It should be clarified that where other tourist services are added, for instance, to hotel accommodation, booked as a stand-alone service, after the traveller's arrival at the hotel, this should not constitute a package. This should not lead to circumvention of the Directive, with organisers or retailers offering the traveller to select additional tourist services in-advance and then offer conclusion of the contract for those services only after the performance of the first travel service has started.
- (18) It should also be clarified that contracts by which a trader entitles the traveller after the conclusion of the contract to choose among a selection of different types of travel services, such as in the case of a package travel gift box, should constitute a package. Moreover, a combination of travel services should be considered as a package where the traveller's name, payment details and e-mail address are transmitted between the traders and contracts are concluded at the latest 24 hours after the booking of the first service is confirmed.

- (19) Since there is less need to protect travellers in cases of short-term trips, and in order to avoid unnecessary burden for traders, trips lasting less than 24 hours which do not include accommodation as well as packages or linked travel arrangements offered or facilitated occasionally on a not-for-profit basis to a limited group of travellers should be excluded from the scope of this Directive. The latter group may for example concern trips organised not more than a few times a year by charities, sports clubs or schools for their members, without being offered to the general public. Adequate information on this exclusion should be publicly available in order to ensure that traders and travellers are properly informed that these packages or linked travel arrangements are not covered by this Directive.
- (19a) Member States should remain competent, in accordance with Union law, to apply the provisions of this Directive to areas not falling within its scope. Member States may therefore maintain or introduce national legislation corresponding to the provisions of this Directive, or certain of its provisions, in relation to contracts that fall outside the scope of this Directive. For instance, Member States may maintain or introduce corresponding provisions for certain stand-alone contracts regarding single travel services (as for example the rental of holiday homes) or for packages and linked travel arrangements that are offered, on a not-for-profit basis to a limited group of travellers and only occasionally, or to packages and linked travel arrangements covering a period of less than 24 hours and which do not include accommodation.

- (20) The main characteristic of package travel is that there is one trader responsible as an organiser for the proper performance of the package as a whole. Only in cases where another trader is acting as the organiser of a package should a trader, typically a high street or on line travel agent, be able to act as a mere retailer or intermediary and not be liable as an organiser. Whether a trader is acting as an organiser for a given package should depend on its involvement in the creation of a package as defined under this Directive, and not on the denomination under which it carries out its business. When considering whether a trader is an organiser or retailer, it should make no difference whether that trader is acting on supply side or presents himself as an agent acting for the traveller.
- (20a) Directive 90/314/EEC has given discretion to the Member States to define if retailers, organisers or both retailers and organisers should be liable for the proper performance of a package. That flexibility has led to ambiguity in some Member States as to whether traders involved in a package were liable for the performance of the relevant services. Therefore, it should be clarified in this Directive that organisers are responsible for the performance of the travel services included in the contract, unless national law provides that both the organiser and the retailer are liable.
- (21) In relation to packages, retailers should be responsible together with the organiser for the provision of pre-contractual information. To facilitate communication, in particular in cross-border cases, travellers should have the possibility of contacting the organiser also via the retailer through which they bought the package.

- (22) The traveller should receive all necessary information before purchasing a package, whether it is sold through means of distance communication, over the counter or through other types of distribution. In providing that information, the trader should take into account the specific needs of travellers who are particularly vulnerable because of their age or physical infirmity, which the trader could reasonably foresee.
- (23) Key information, for example on the main characteristics of the travel services or the prices, provided in advertisements, on the organiser's website or in brochures as part of the pre-contractual information, should be binding, unless the organiser reserves the right to make changes to those elements and unless such changes are clearly and prominently communicated to the traveller before the contract is concluded. However, in light of new communication technologies, which easily allow updates, there is no longer any need to lay down specific rules on brochures, while it is appropriate to ensure that, in certain circumstances, changes impacting the contract performance are communicated between the parties on a durable medium accessible for future reference. It should always be possible to make changes to pre-contractual information where both parties to the contract expressly agree on that.

- (24) The information requirements laid down in this Directive are exhaustive, but should be without prejudice to the information requirements laid down in other applicable Union legislation⁵.
- (24a) Organisers should provide general information on visa requirements of the country of destination. The information on approximate periods for obtaining visas can be provided as a reference to official information of the country of destination.
- (25) Taking into account the specificities of package travel contracts, rights and obligations of the parties should be laid down, for the time before and after the start of the package, in particular if the package is not properly performed or if particular circumstances change.
- (26) Since packages are often purchased a long time before their performance, unforeseen events may occur. Therefore the traveller should, under certain conditions, be entitled to transfer a package to another traveller. In such situations, the organiser should be able to recover his expenses, for instance if a sub-contractor requires a fee for changing the name of the traveller or for cancelling a transport ticket and issuing a new one.

⁵ See, Directive 2000/31/EC of the European Parliament and of the Council of 8 June 2000 on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market (Directive on electronic commerce) (OJ L 178, 17.7.2000, p. 1) and Directive 2006/123/EC of the European Parliament and of the Council of 12 December 2006 on services in the internal market (OJ L 376, 27.12.2006, p. 36), as well as Regulation (EC) No 2111/2005 of the European Parliament and of the Council of 14 December 2005 on the establishment of a Community list of air carriers subject to an operating ban within the Community and on informing air transport passengers of the identity of the operating air carrier, and repealing Article 9 of Directive 2004/36/EC (OJ L 344, 27.12.2005, p. 15), Regulation (EC) No 1107/2006 of the European Parliament and of the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air (OJ L 204, 26.7.2006, p. 1), Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations (OJ L 315, 3.12.2007, p. 14), Regulation (EC) No 1008/2008 of the European Parliament and of the Council of 24 September 2008 on common rules for the operation of air services in the Community (OJ L 293, 31.10.2008, p. 3), Regulation (EU) No 1177/2010 of the European Parliament and of the Council of 24 November 2010 concerning the rights of passengers when travelling by sea and inland waterway and amending Regulation (EC) No 2006/2004 (OJ L 334, 17.12.2010, p. 1) and Regulation (EU) No 181/2011 of the European Parliament and of the Council of 16 February 2011 concerning the rights of passengers in bus and coach transport and amending Regulation (EC) No 2006/2004 (OJ L 55, 28.2.2011, p. 1).

- (26a) Travellers should also have the possibility of terminating the contract at any time before the start of the package against-payment of an appropriate termination fee, taking into account expected and justifiable cost savings and income from alternative deployment of the travel services. They should also have the right to terminate the contract free of charge where unavoidable and extraordinary circumstances will significantly affect the performance of the package. This may cover 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 contract.
- (27) In specific situations, also the organiser should be entitled to terminate the contract before the start of the package without paying compensation, for instance if the minimum number of participants is not reached and where this possibility has been reserved in the contract. The organiser should refund all payments made in respect of the package.
- (28) In certain cases organisers should be allowed to make unilateral changes to the package travel contract. However, travellers should have the right to terminate the contract if the proposed alterations change significantly any of the main characteristics of the travel services. This may for instance be the case if the quality or the value of the travel services diminishes. Changes of departure or arrival times indicated in the contract should be considered significant, for instance, where they would impose on the traveller considerable inconvenience or additional costs, for instance rearrangement of transport or accommodation. Price increases should be possible only if there has been a change in the cost of fuel or other power sources for the carriage of passengers, in taxes or fees imposed by a third party not directly involved in the performance of the included travel services or in the exchange rates relevant to the package and if both an upward and downward revision of the price is expressly reserved in the contract. If the organiser proposes a price increase of more than 8% the traveller should be entitled to terminate the contract.

(29) It is appropriate to set out specific rules on remedies as regards the lack of conformity in the performance of the package travel contract. The traveller should be entitled to have problems resolved and, where a significant proportion of travel services included in the contract cannot be provided, the traveller should be offered alternative arrangements. If the organiser does not remedy the lack of conformity within a reasonable period of time set by the traveller, the traveller should be able to do so himself and request reimbursement of the necessary expenses. In certain cases there should not be a need to specify a time-limit, in particular if immediate remedy is required. This would apply, for instance, when, due to the delay of a bus provided by the organiser, the traveller has to take a taxi to reach his flight on time. Travellers should also be entitled to a price reduction, termination of the contract and/or compensation for damages. Compensation should also cover non-material damage, such as compensation for loss of enjoyment of the trip or holiday because of substantial problems in the performance of the relevant travel services. The traveller should be required to inform the organiser without undue delay, taking into account the circumstances of the case, of any lack of conformity he perceives. Failure to do so may be taken into account when determining the appropriate price reduction or compensation for damages where such notice would have avoided or reduced the damage.

(30) In order to ensure consistency, it is appropriate to align the provisions of this Directive with international conventions covering travel services and with the Union legislation on passenger rights. Where the organiser is liable for failure to perform or improper performance of the services included in the package travel contract, the organiser should be able to invoke the limitations of the liability of service providers set out in such international conventions as the Montreal Convention of 1999 for the Unification of certain Rules for International Carriage by Air⁶, the Convention of 1980 concerning International Carriage by Rail (COTIF)⁷ and the Athens Convention of 1974 on the Carriage of Passengers and their Luggage by Sea⁸. Where it is impossible, because of unavoidable and extraordinary circumstances, to ensure the traveller's timely return to the place of departure, the organiser should bear the cost of the travellers' necessary accommodation not exceeding three nights per traveller, unless longer periods are provided for in existing or future Union passenger rights legislation.

⁶ Council Decision 2001/539/EC of 5 April 2001 on the conclusion by the European Community of the Convention for the Unification of Certain Rules for International Carriage by Air (the Montreal Convention) (OJ L 194, 18.7.2001, p. 38).

⁷ Council Decision 2013/103/EU of 16 June 2011 on the signing and conclusion of the Agreement between the European Union and the Intergovernmental Organisation for International Carriage by Rail on the Accession of the European Union to the Convention concerning International Carriage by Rail (COTIF) of 9 May 1980, as amended by the Vilnius Protocol of 3 June 1999 (OJ L 51, 23.2.2013, p. 1).

⁸ Council Decision 2012/22/EU of 12 December 2011 concerning the accession of the European Union to the Protocol of 2002 to the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 1974, with the exception of Articles 10 and 11 thereof (OJ L 8, 12.1.2012, p. 1).

- (31) This Directive should not affect the rights of travellers to present claims both under this Directive and under any other relevant Union legislation or international conventions, so that travellers will continue to have the possibility to address claims to the organiser, the carrier or any other liable party, or, as the case may be, to several parties. It should be clarified that, in order to avoid overcompensation, compensation or price reduction granted under this Directive and the compensation or price reduction granted under the other legal acts should be deducted from each other. The organiser's liability is without prejudice to the right to seek redress from third parties, including service providers.
- (32) If the traveller is in difficulty during the trip or holiday, the organiser should be obliged to give appropriate assistance without undue delay. Such assistance should consist mainly in providing, where appropriate, information on aspects such as health services, local authorities and consular assistance, as well as practical help, for instance with regard to distance communications and alternative travel arrangements.
- (33) In its Communication of 18 March 2013 entitled 'Passenger protection in the event of airline insolvency', the Commission set out measures to improve the protection of travellers in the event of an airline insolvency, including better enforcement of Regulation (EC) No 1008/2008⁹, of Regulation (EC) No 261/2004 of the European Parliament and of the Council¹⁰ and engagement with industry stakeholders, failing which a legislative measure could be considered. That Communication concerns the purchase of an individual component, namely air travel services, and therefore is without prejudice to existing rules on packages and does not prevent the legislators to provide for insolvency protection also for buyers of other modern combinations of travel services.

⁹ Regulation (EC) No 1008/2008 of on common rules for the operation of air services in the Community (OJ L 293, 31.10.2008, p. 3).

¹⁰ Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91 (OJ L 46, 17.2.2004, p. 1).

- (34) Member States should ensure that travellers purchasing a package are fully protected against the insolvency of the organiser. Member States in which organisers are established should ensure that they provide security for the refund of all payments made by travellers and, insofar as a package includes the carriage of passengers, for their repatriation in the event of their insolvency. However, continuation of the package may be offered. While retaining discretion as to the way in which insolvency protection is to be arranged, Member States should ensure that the protection is effective. Effectiveness 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 service providers require travellers to pay for them. Member States may require that organisers provide travellers with a certificate documenting a direct entitlement against the provider of the insolvency protection.
- (34a) For the insolvency protection to be effective, it should cover the foreseeable amounts of payments affected by a trader's insolvency and, where applicable, the foreseeable cost for repatriations.
- (34b) This means that the protection has to be sufficient to cover all foreseeable payments made on behalf of travellers in respect of packages in peak season, taking into account the period between receiving such payments and the completion of the trip or holiday, as well as, where applicable, the foreseeable cost for repatriations. This will generally mean that the security has to cover a sufficiently high percentage of the organiser's turnover in packages, and may depend on factors such as the kind of packages sold, including the mode of transport, the travel destination, and any legal restrictions or the organiser's commitments regarding the amounts of pre-payments it may accept and their timing before the start of the package. Whereas the necessary cover may be calculated on the basis of the most recent business data, for instance the turnover achieved in the last business year, organisers should be obliged to adapt the protection in case of increased risks, including a significant increase in the sale of packages.

However, effective insolvency protection should not have to take into account highly remote risks, for instance the simultaneous insolvency of several of the largest organisers, where to do so would disproportionately affect the cost of the protection, thus hampering its effectiveness. In such cases the guarantee for refunds may be limited.

- (34c) In light of national particularities regarding the parties to a package travel contract and the receipt of payments made on behalf of travellers, Member States should be allowed to require also retailers to take out insolvency protection.
- (35) In line with Directive 2006/123/EC of the European Parliament and of the Council it is appropriate to lay down rules so as to prevent that the insolvency protection obligations act as an obstacle to the free movement of services and the freedom of establishment. Therefore, Member States should be obliged to recognise insolvency protection under the law of the Member State of establishment. To facilitate the administrative cooperation and supervision of businesses which are active in different Member States with regard to insolvency protection, Member States should be obliged to designate central contact points.
- (36) Traders facilitating linked travel arrangements should be obliged to inform travellers that they are not buying a package and that individual travel service providers are solely responsible for the performance of their contracts. Traders facilitating linked travel arrangements should, in addition, be obliged to provide insolvency protection for the refund of payments they receive and, insofar as they are responsible for the carriage of passengers, for the travellers' repatriation, and should inform travellers accordingly. Traders responsible for the performance of the individual contracts forming part of a linked travel arrangement are subject to general Union consumer protection legislation and sector-specific Union legislation.

- (36a) When laying down rules on insolvency protection schemes in relation to packages and linked travel arrangements, Member States should not be prevented from taking into account the special situation of smaller companies while ensuring the same level of protection for travellers..
- (37) It is appropriate to protect travellers in relation to errors occurring in the booking process for packages and linked travel arrangements.
- (38) It is also appropriate to confirm that travellers may not waive rights stemming from this Directive and that organisers or traders facilitating linked travel arrangements may not escape from their obligations by claiming that they are simply acting as a travel service provider, an intermediary, or in any other capacity.
- (39) It is necessary that Member States lay down penalties for infringements of national provisions transposing this Directive and ensure that they are enforced. Those penalties should be effective, proportionate and dissuasive.

- (40) The adoption of this Directive makes it necessary to adapt certain consumer protection acts. Taking into account that Directive 2011/83/EU of the European Parliament and the Council¹¹ in its current form does not apply to contracts covered by Directive 90/314/EEC, it is necessary to amend Directive 2011/83/EU to ensure that it continues to apply to individual travel services that form part of an linked travel arrangement, insofar as those individual services are not otherwise excluded from the scope of Directive 2011/83/EU, and that certain consumer rights laid down in that Directive also apply to packages.
- (40a) This Directive is without prejudice to Directive 95/46/EC of the European Parliament and of the Council¹² and to the Union rules on private international law, including Regulation (EC) No 593/2008 of the European Parliament and of the Council¹³.
- (40b) It should be clarified that the regulatory requirements of this Directive regarding insolvency protection and information in relation to linked travel arrangements should apply also to traders not established in a Member State which by any means direct their activities within the meaning of Regulation (EU) No 593/2008 and Regulation (EC) No 1215/2012 to one or more Member States.

¹¹ Directive 2011/83/EU of the European Parliament and the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council (OJ L 304, 22.11.2011, p. 64).

¹² Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (OJ L 281, 23.11.1995, p. 31).

¹³ Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I) (OJ L 177, 4.7.2008, p. 6).

- (41) This Directive should be without prejudice to national contract law for those aspects that are not regulated by it. Since the objectives of this Directive, namely 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, cannot be sufficiently achieved by the Member States, but can rather, by reason of its scale 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 those objectives.
- (42) This Directive respects the fundamental rights and observes the principles recognised by the Charter of Fundamental Rights of the European Union (Charter). 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.
- (43) In accordance with the Joint Political Declaration of 28 September 2011 of Member States and the Commission on explanatory documents¹⁴, Member States have undertaken to accompany, in justified cases, the notification of their transposition measures with one or more documents explaining the relationship between the components of a directive and the corresponding parts of national transposition instruments. With regard to this Directive, the legislator considers the transmission of such documents to be justified,

HAVE ADOPTED THIS DIRECTIVE:

¹⁴ OJ C 369, 17.12.2011. p. 14.

Chapter I

Subject matter, level of harmonisation, scope and definitions

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 on package travel and linked travel arrangements concluded between travellers and traders.

Article 1a

Level of harmonisation

Unless otherwise provided for in this Directive, Member States shall not maintain or introduce, in their national law, provisions diverging from those laid down in this Directive, including more or less stringent provisions which would ensure a different level of consumer protection.

Article 2

Scope

1. This Directive shall apply to packages with the exception of Article 17, and to linked travel arrangements with the exception of Articles 4 to 14 and Articles 18 where they are offered for sale or sold by traders to travellers.

2. This Directive shall not apply to:
- (a) packages and linked travel arrangements covering a period of less than 24 hours unless overnight accommodation is included;
 - (aa) where packages are offered or linked travel arrangements are facilitated on a not-for-profit basis:
 - only to a limited group of travellers, and
 - not more than occasionally;
 - (c) to packages and linked travel arrangements 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. This Directive shall not affect national general contract law such as the rules on the validity, formation or effect of a contract, insofar as general contract law aspects are not regulated in this Directive

Article 3
Definitions

For the purposes of this Directive, the following definitions apply:

- (1) 'travel service' means:
- (a) carriage of passengers,
 - (b) accommodation other than for residential purposes which is not intrinsically part of carriage of passengers,

- (c) rental of cars, or other motor vehicles within the meaning of Article 3 (11) of Directive 2007/46/EC¹⁵ or of motorcycles requiring a Category A driving licence under Article 4(3)(c) of Directive 2006/126/EC¹⁶;
 - (d) any other tourist service not intrinsically part of a travel service within the meaning of letters (a), (b) and (c);
- (2) 'package' means a combination of at least two different types of travel services for the purpose of the same trip or holiday, if
- (a) those services are combined by one trader, including at the request or according to 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, those services are:
 - (i) purchased from a single point of sale and those services have been selected before the traveller agrees to pay,
 - (ii) offered, sold or charged at an inclusive or total price,
 - (iii) advertised or sold under the term 'package' or under a similar term,

¹⁵ OJ ... Motor vehicle means any power-driven vehicle which is moved by its own means, having at least four wheels, being complete, completed or incomplete, with a maximum design speed exceeding 25 km/h.

¹⁶ OJ ...

- (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,
- (v) purchased from separate traders through linked online booking processes where the traveller's name, payment details and e-mail address are transmitted from the trader with whom the first contract is concluded to another trader or traders and a contract with the latter trader or traders is concluded not more than 24 hours after the confirmation of the first travel service.

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

- do not account for a significant proportion of the value of the combination and are not advertised as and do not otherwise represent an essential feature of the combination,
- or are selected and purchased only after the performance of a travel service in the sense of letters (a), (b) or (c) of point 1 has started;

- (3) 'package travel contract' means a contract on the package as a whole or, if the package is provided under different contracts, all contracts covering services included in the package;
- (4) 'start of the package' means the beginning of the performance of travel services included in the package;

- (5) 'linked arrangement' means at least two different types of travel services purchased for the purpose of the same trip or holiday, not constituting a package within the meaning of paragraph 2 (b), resulting in the conclusion of separate contracts with the individual travel service providers, if a trader facilitates:
- (a) on the occasion of a single visit or contact with its point of sale, the separate selection and separate payment of each travel service by travellers; or
 - (b) in a targeted manner, the procurement of at least one additional travel service from another traders and where a contract with such other trader is concluded not more than 24 hours after the confirmation of the first travel service.

Where not more than one type of travel service as referred to in letters (a), (b), or (c) of point 1 and one or more travel tourist services as referred to in letter (d) of point 1 are purchased, they do not constitute a linked travel arrangement if the latter services do not account for a significant proportion of the combined value of the services and are not advertised as and do not otherwise represent an essential feature of the combination.

- (6) 'traveller' means any person who is seeking to conclude or is entitled to travel on the basis of a contract concluded within the scope of this Directive;

- (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, trader facilitating a linked travel arrangement or as a travel service provider;
- (8) 'organiser' means a trader who combines and sells or offers for sale packages in the sense of paragraph 2, either directly or through another trader or together with another trader or, the trader who transmits the traveller's data to another trader in accordance with point (b) (v) of paragraph 2;
- (9) 'retailer' means a trader other than the organiser who sells or offers for sale packages combined by an organiser;
- (9a) "establishment" means establishment as referred to in Article 4(5) of Directive 2006/123/EC¹⁷;
- (10) 'durable medium' means any instrument which enables the traveller or the trader to store information addressed personally to him in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored;

¹⁷ OJ ...

- (11) 'unavoidable and extraordinary circumstances' means a situation beyond the control of the party who invokes such a situation the consequences of which could not have been avoided even if all reasonable measures had been taken;
- (12) 'lack of conformity' means lack of or improper performance of the travel services included in a package;
- (12a) 'minor' means a person below the age of 18 years;
- (12b) 'point of sale' means any retail premises, whether movable or immovable, or a retail website or similar online sales facility, including where retail websites or online sales facilities are presented to the travellers as a single facility, including a telephone service;
- (12c) 'repatriation' means the traveller's return to the place of departure or to another place the parties agree on.

Chapter II

Information obligations and content of the package travel contract

Article 4

Pre-contractual information

1. Member States shall ensure that, before the traveller is bound by any package travel contract or any corresponding offer, the organiser and, where the package is sold through a retailer, also the retailer shall provide the traveller with the relevant standard information form as set out in Annex Ia Part A or B, and with the following information where applicable to the package
 - (a) the main characteristics of the travel services:
 - (i) the travel destination(s), itinerary and periods of stay, with dates and, where accommodation is included, the number of nights included;
 - (ii) the means, characteristics and categories of transport, the points, dates and time of departure and return, the duration and places of intermediate stops and transport connections.

Where the exact time is not yet determined, the trader shall inform the traveller of the approximate time of departure and return;

- (iii) the location, main features and, where applicable, tourist category of the accommodation under the rules of the host country concerned;
- (iv) the meal plan;
- (v) visits, excursion(s) or other services included in the total price agreed for the package;
- (va) where this is not apparent from the context, whether any of the travel services will be provided to the traveller as part of a group, and if that is the case and where that is possible, the approximate size of the group;
- (vi) where the traveller's benefit from other tourist services depends on effective oral communication, the language in which those services will be carried out, and,
- (vii) whether the trip or holiday is generally suitable for persons with reduced mobility and, upon request of the traveller, precise information on the suitability of the trip or holiday in the light of the traveller's needs;

- (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, e-mail address;
- (c) the total price of the package inclusive of taxes and, where applicable, of all additional fees, charges and other costs or, where those costs cannot reasonably be calculated in advance-of the conclusion of the contract, an indication of the type of additional costs which the traveller may still have to bear;
- (d) the arrangements for payment, including any amount or percentage of the price which is to be paid as a down payment and the timetable for payment of the balance, or financial guarantees to be paid or provided by the traveller;
- (e) the minimum number of persons required for the package to take place and the time-limit referred to in point (a) of Article 10(3) before the start of the package for the possible termination of the contract if that number is not reached;
- (f) general information on passport and visa requirements, including approximate periods for obtaining visas and information on health formalities of the country of destination;

- (ga) information that the traveller may terminate the contract at any time before the start of the package against payment of a reasonable fee in accordance with Article 10 paragraph 1, and, where applicable, the standardised fees requested by the organiser;
- (fa) information on optional or compulsory insurance to cover the cost of cancellation by the traveller or the cost of assistance, including repatriation, in the event of accident, illness or death.

For contracts concluded by telephone, the organiser shall provide the traveller with the standard information set out in Annex Ia, Part A, and the information requirements set out in points (a) to (fa) of this paragraph.

- 1a. With reference to packages as defined in Article 3(2)(b)(v) the organiser and the trader to whom the data are transmitted shall ensure that each of them provides, before the traveller is bound by a contract or any corresponding offer, the information listed in points (a) – (fa) of paragraph 1 in so far as it is relevant for the respective travel services they offer. The organiser shall also provide, at the same time, the information specified in Annex 1a Part C.
2. The information referred to in paragraphs 1 and 1a shall be provided in a clear, comprehensible and prominent manner. Where such information is provided in writing, it shall be legible.

Article 5

Binding character of pre-contractual information and conclusion of the package travel contract

1. Member States shall ensure that the information provided to the traveller pursuant to points (a), (c), (d), (e), and (ga) of Article 4(1) shall form an integral part of the package travel contract and shall not be altered unless the contracting parties expressly agree otherwise. All changes to the pre-contractual information shall be communicated to the traveller in a clear and prominent manner before the conclusion of the contract.
2. If the information on additional fees, charges or other costs referred to in point (c) of Article 4(1) is not provided prior to the conclusion of the contract, the traveller shall not bear those fees, charges or other costs.

Article 6

Content of the package travel contract and documents to be supplied before the start of the package

1. Member States shall ensure that package travel contracts are in plain and intelligible language and, in so far as they are in writing, legible. At the conclusion of the contract or without undue delay thereafter, the organiser or retailer shall provide the traveller with a copy or confirmation of the contract on a durable medium. The traveller shall be entitled to request a paper copy if the contract has been concluded in the presence of the organiser or retailer.
With respect to off-premises contracts, the contract shall be provided to the traveller on paper, or if the traveller agrees, on another durable medium.

2. The contract or the confirmation of the contract shall set out the full content of the agreement which shall include all the information referred to in points (a) to (ga) of Article 4(1) and the following information:
- (a) special requirements of the traveller which the organiser has accepted;
 - (b) information that the organiser is:
 - (i) responsible for the proper performance of all travel services included in the contract and
 - (ii) obliged to provide assistance if the traveller is in difficulty in accordance with Article 14;
 - (ba) the name of the entity providing the insolvency protection and its contact details, including its geographical address;
 - (c) the name, address, telephone number, e-mail address and, where applicable, the fax number of the organiser's local representative, a contact point or an emergency service which enables the traveller to contact the organiser-quickly and communicate with him efficiently, to seek assistance when in difficulty or to complain about any lack of conformity perceived during the performance of the package;

- (ca) information that the traveller is required to communicate any lack of conformity which he perceives during the performance of the package in accordance with Article 11(1a);
- (f) where minors, unaccompanied by a parent or another authorised person, travel on the basis of a package travel contract that includes accommodation, information enabling direct contact with the minor or the person responsible at the minor's place of stay;
- (g) information on available in-house complaint handling procedures and on alternative dispute resolution ('ADR') mechanisms pursuant to Directive 2013/11/EU of the European Parliament and of the Council, and, where applicable, on the ADR entity by which the trader is covered and on the online dispute resolution platform pursuant to Regulation (EU) No 524/2013 of the European Parliament and of the Council;
- (h) information on the traveller's right to transfer the contract to another traveller in accordance with Article 7.

2a. With reference to packages as defined in Article 3 (2)(b)(v), the trader to whom the data are transmitted shall inform the organiser of the conclusion of the contract leading to the creation of a package. He shall provide the organiser with the information necessary to comply with its obligations as an organiser.

As soon as he is informed that a package has been created, the organiser shall provide the information referred to in points (a) to (h) of paragraph 2 to the traveller on a durable medium.

3. The information referred to in paragraphs 2 and 2 shall be provided in a clear, comprehensible and prominent manner.
4. In good time before the start of the package, the organiser shall provide the traveller with the necessary receipts, vouchers or tickets, information on the scheduled times of departure and, where applicable, the deadline for check-in, as well as the scheduled times for intermediate stops, transport connections and arrival.

Article 6a

Burden of proof

As regards compliance with the information requirements laid down in this Chapter, the burden of proof shall be on the trader.

Chapter III

Changes to the contract before the start of the package

Article 7

Transfer of the contract to another traveller

1. Member States shall ensure that a traveller may, after giving the organiser reasonable notice on a durable medium before the start of the package, transfer the contract to a person who satisfies all the conditions applicable to that contract. Notice at the latest seven days before the start of the package is in any event deemed to be reasonable.
 2. The transferor of the contract and the transferee shall be jointly and severally liable for the payment of the balance due and for any additional fees, charges or other costs arising from the transfer. The organiser shall inform the transferor about the actual costs of the transfer. Those costs shall not be unreasonable and shall not exceed the actual cost incurred by the organiser due to the transfer of the contract.
- 2a. It will be for the organiser to prove the additional fees, charges or other costs arising from the transfer of the contract.

Article 8

Alteration of the price

1. Member States shall ensure that after the conclusion of the contract, prices may be increased only if the contract expressly reserves this possibility and states that the traveller is entitled to price reduction under paragraph 4. In that case the contract shall state how price revisions are to be calculated. Price increases shall be possible exclusively as a direct consequence of changes in:
 - (a) the price of carriage of passenger services resulting from the cost of fuel or other power sources,
 - (b) the level of taxes or fees on the included travel services imposed by third parties not directly involved in the performance of the package, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports, or
 - (c) the exchange rates relevant to the package.
2. If the price increase referred to in paragraph 1 exceeds 8 % of the price of the package, Article 9(2) and (4) shall apply.
3. Irrespective of its extent, a price increase shall be possible only if the organiser notifies the traveller clearly and comprehensibly of it with a justification and calculation on a durable medium at the latest 20 days prior to the start of the package.

4. If the contract stipulates the possibility of price increases, the traveller shall have the right to a price reduction corresponding to a decrease of the costs referred to in points (a), (b) and (c) of paragraph 1 that occurs after the conclusion of the contract until the start of the package.
5. In case of a price decrease, the organiser shall have the right to deduct actual administrative expenses from the refund owed to the traveller. At the traveller's request, the organiser shall prove those administrative expenses.

Article 9

Alteration of other contract terms

1. Member States shall ensure that, before the start of the package, the organiser may not unilaterally change contract terms other than the price in accordance with Article 8, unless:
 - (a) the organiser has reserved that right in the contract,
 - (b) the change is insignificant, and
 - (c) the organiser informs the traveller of the change in a clear, comprehensible and prominent manner on a durable medium.

2. If, before the start of the package, the organiser is constrained to alter significantly any of the main characteristics of the travel services as referred to in point (a) of Article 4(1) or special requirements as referred to in point (a) of Article 6(2) or to increase the price of the package by more than 8% in accordance with Article 8(2), the traveller may within a reasonable time-limit specified by the organiser:
- (a) accept the proposed change, or
 - (b) terminate the contract without termination fee.

If the traveller terminates the contract, he may accept a substitute package where this is offered by the organiser, if possible, of equivalent or higher quality

- 2a. The organiser shall without undue delay inform the traveller in a clear, comprehensible and prominent manner on a durable medium of:
- (a) the proposed changes referred to in paragraph 2 and, where appropriate in accordance with paragraph 3, their impact on the price of the package,
 - (b) a reasonable time-limit, within which the traveller has to inform the organiser of his decision pursuant to paragraph 2 and,
 - (c) the consequences of the traveller's failure to respond within that time-limit, in accordance with applicable national law, and
 - (d) where applicable, the offered substitute package and its price.

3. Where the changes to the contract or the substitute package referred to in paragraph 2 result in a package of lower quality or cost, the traveller shall be entitled to an appropriate price reduction.
4. If the contract is terminated pursuant to point (b) of paragraph 2, and the traveller does not accept a substitute package, the organiser shall refund all payments received from the traveller without undue delay and in any event not later than 14 days after the contract is terminated. Article 12 (2), (3), (4), (5) and (6) shall apply accordingly.

Article 10

Termination of the contract and the right of withdrawal before the start of the package

1. Member States shall ensure that the traveller may terminate the contract before the start of the package. Where the traveller terminates the contract under this paragraph the traveller may be required to pay an appropriate and justifiable termination fee to the organiser. The contract may specify reasonable standardised termination fees based on the time of the termination before the start of the package and the expected cost savings and income from alternative deployment of the travel services. In the absence of standardised termination fees, the amount of the termination fee shall correspond to the price of the package minus the cost savings and income from alternative deployment of the travel service. At the request of the traveller the organiser shall provide a justification for the amount of the termination fees.

2. Once the travel contract has been concluded, the traveller shall have the right to terminate the 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 destination or its immediate vicinity and significantly affecting the package, or which significantly affect the carriage of passengers to the destination. In the event of termination under this paragraph the traveller shall be entitled to a full refund of any payments made, but shall not be entitled to additional compensation.
3. The organiser may terminate the contract and provide the traveller with a full refund of any payments made for the package, but shall not be liable for additional compensation, if:
 - (a) the number of persons enrolled for the package is smaller than the minimum number stated in the contract and the organiser notifies the traveller of the termination within the period fixed in the contract, but not later than;

- (i) 20 days before the start of the package in the case of trips lasting more than six days,
 - (ii) seven days before the start of the package in the case of trips lasting between two and six days,
 - (iii) 48 hours before the start of the package in the case of one-day trips;
- or

- (b) the organiser is prevented from performing the contract because of unavoidable and extraordinary circumstances and notifies the traveller of the termination without undue delay before the start of the package.

- 4. The organiser shall provide any refunds required under paragraphs 2 and 3, or with respect to paragraph 1 reimburse any payments the traveller has made for the package less the appropriate termination fee. Such refunds or reimbursements shall be made to the traveller without undue delay and in any event not later than fourteen days.
- 5. With respect to off-premises contracts, Member States may provide in their national law that the traveller has the right to withdraw from the contract within a period of 14 days without giving any reason.

Chapter IV Performance of the package

Article 11

Liability for the performance of the package

1. Member States shall ensure that the organiser is responsible for the performance of the travel services included in the contract, irrespective of whether those services are to be performed by the organiser or by other service providers.

Member States may maintain or introduce in their national law provisions under which the retailer is also liable for the performance of the package. In that case all the provisions applicable to the organiser under Article 6 and Chapters III, IV and V shall also apply to the retailer.

- 1a. The traveller shall inform the organiser without undue delay, taking into account the circumstances of the case, of any lack of conformity which he perceives during the performance of a travel service included in the contract.

2. If any of the travel services are not performed in accordance with the contract, the organiser shall remedy the lack of conformity, unless that:

(a) is impossible, or

(b) implies disproportionate costs, taking into account the extent of the lack of conformity and the value of the travel services affected.

If the organiser, in accordance with point (a) or point (b) of the first subparagraph, does not remedy the lack of conformity, Article 12 shall apply.

2a. Without prejudice to the exceptions laid down in paragraph 2, if the organiser does not remedy the lack of conformity within a reasonable period of time set by the traveller, the traveller may do so himself and request reimbursement of the necessary expenses. It shall not be necessary for the traveller to specify a time-limit if the organiser refuses to remedy the lack of conformity or if immediate remedy is required.

3. Where a significant proportion of the services cannot be provided as agreed in the contract, the organiser shall offer at no extra cost for the traveller, suitable alternative arrangements of, where possible, equivalent or higher quality than those specified in the contract, for the continuation of the package, including where the traveller's return to the place of departure is not provided as agreed.

Where the proposed alternative arrangements result in a package of lower quality than that specified in the contract, the organiser shall grant the traveller an appropriate price reduction.

The traveller may reject the proposed alternative arrangements only if they are not comparable to what was agreed in the contract or the offered price reduction is inadequate.

4. Where a lack of conformity substantially affects the performance of the package and the organiser has failed to remedy it within a reasonable time-limit set by the traveller, the traveller may terminate the contract free of charge and, where appropriate, request price reduction and compensation for damages in accordance with Article 12.

If it is impossible to make alternative arrangements or the traveller rejects the proposed alternative arrangements in accordance with paragraph 3, the traveller is, where appropriate, entitled to price reduction and compensation for damages in accordance with Article 12 also without terminating the contract.

If the package includes the carriage of passengers, the organiser shall in both cases, in addition, provide repatriation of the traveller with equivalent transport without undue delay and at no extra cost.

5. As long as it is impossible to ensure the traveller's return as agreed in the contract because of unavoidable and extraordinary circumstances, the organiser shall bear the cost necessary accommodation, if possible of equivalent category, not exceeding three nights per traveller. Where longer periods are provided for in Union passenger rights legislation applicable to the relevant means of transport for the traveller's return, those periods shall apply.
6. The limitation of costs referred to in paragraph 5 of this Article shall not apply to persons with reduced mobility, as defined in point (a) of Article 2 of Regulation (EC) No 1107/2006, and any person accompanying them, pregnant women and unaccompanied minors, as well as persons in need of specific medical assistance, provided that the organiser has been notified of their particular needs at least 48 hours before the start of the package. The organiser may not invoke unavoidable and extraordinary circumstances to limit the liability referred to in paragraph 5 of this Article if the relevant transport provider may not rely on such circumstances under applicable Union legislation.

Article 12

Price reduction, compensation for damages

1. Member States shall ensure that the traveller is entitled to an appropriate price reduction for unless the organiser proves that the lack of conformity is attributable to the traveller.

2. The traveller shall be entitled to receive appropriate compensation from the organiser for any damage which the traveller sustains as a result of any lack of conformity.
Compensation shall be made without undue delay.
3. The traveller shall not be entitled to compensation for damages if the organiser proves that the lack of conformity is:
 - (a) attributable to the traveller,
 - (b) attributable to a third party unconnected with the provision of the services contracted for and is unforeseeable or unavoidable, or
 - (c) due to unavoidable and extraordinary circumstances.
4. Insofar as international conventions binding the Union limit the extent of or the conditions under which compensation is to be paid by a provider carrying out a service which is part of a package, the same limitations shall apply to the organiser. Insofar as international conventions not binding the Union limit compensation to be paid by a service provider, Member States may limit compensation to be paid by the organiser accordingly. In other cases, the contract may limit compensation to be paid by the organiser as long as that limitation does not apply to personal injury or damage caused intentionally or with negligence and does not amount to less than three times the total price of the package.
5. Any right to compensation or price reduction under this Directive shall not affect the rights of travellers under Regulation (EC) No 261/2004, Regulation (EC) No 1371/2007, Regulation (EC) No 392/2009, Regulation (EU) No 1177/2010, Regulation (EU) No 181/2011 and under international conventions. Travellers shall be entitled to present claims under this Directive and under those legal acts. Compensation or price reduction granted under this Directive and the compensation or price reduction granted under the other legal acts, shall be deducted from each other in order to avoid overcompensation.

6. The prescription period for introducing claims under this Article shall not be shorter than two years.

Article 13

Possibility to contact the organiser via the retailer

Without prejudice to Article 11(1) subparagraph 2, Member States shall ensure that the traveller may address messages, requests or complaints in relation to the performance of the package directly to the retailer through which it was purchased. The retailer shall forward those messages, requests or complaints to the organiser without undue delay. For the purpose of compliance with time-limits or prescription periods, receipt of the notifications by the retailer shall be considered as receipt by the organiser.

Article 14

Obligation to provide assistance

Member States shall ensure that the organiser gives appropriate assistance without undue delay to the traveller in difficulty including in the circumstances referred to in Article 11(5), in particular by:

- (a) providing appropriate information on health services, local authorities and consular assistance, and
- (b) assisting the traveller to make distance communications and helping the traveller to find alternative travel arrangements.

The organiser shall be able to charge a reasonable fee for such assistance if the situation is caused by the traveller's negligence or intent. That fee shall not in any case exceed the actual costs incurred by the organiser.

Chapter V

Insolvency protection

Article 15

Effectiveness and scope of insolvency protection

1. Member States shall ensure that organisers of packages established in their territory provide security for the refund of all payments made by travellers insofar as the relevant services are not performed as a consequence of their insolvency. If the carriage of passengers is included, organisers shall provide security also for the travellers' repatriation. Continuation of the trip 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 shall be effective and shall cover reasonably foreseeable events costs. It shall cover the amounts of payments made on behalf of travellers in respect of packages, taking into account the length of the period between down payments and final payments and the completion of the packages, as well as the estimated cost for repatriations in the event of the organiser's insolvency.
 - 2a. 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 operator or body providing the protection is established.

- 2b. 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.
- 2c. For travel services that have not been performed, refunds shall be granted without undue delay following the traveller's request.

Article 16

Mutual recognition of insolvency protection and administrative cooperation

- 1. Member States shall recognise as meeting the requirements of their national rules transposing Article 15 any insolvency protection an organiser provides under the rules of the Member State of its establishment transposing Article 15.
- 2. Member States shall designate central contact points to facilitate the administrative cooperation and supervision of organisers operating in different Member States. They shall notify the contact details of these contact points to all other Member States and the Commission.
- 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 body or bodies providing insolvency protection for specific organisers established in their territory. They shall grant each other access to any available inventory listing organisers which are in compliance with their insolvency protection obligations. Any such inventory shall be publicly accessible, including on-line.

4. If a Member State has doubts about the insolvency protection of an organiser, 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 in light of the urgency and complexity of the matter. In any case a first response shall be issued at the latest within 15 working days from receiving the request.

Chapter VI

Linked travel arrangements

Article 17

Insolvency protection and information requirements for linked travel arrangements

0. Member States shall ensure that traders facilitating linked travel arrangements within the meaning of Article 3 (5) shall provide security for the refund of all payments they receive from travellers insofar as a travel service which is part of a linked travel arrangement is not performed as a consequence of their insolvency. If such traders are the party responsible for the carriage of passengers, the security shall also cover the traveller's repatriation. Article 15 (1) second subparagraph, paragraphs (2) to (2c) and Article 16 shall apply accordingly.
1. Before the traveller is bound by any contract leading to the creation of a linked travel arrangements or any corresponding offer, the trader facilitating linked travel arrangements, including where the trader is not established in a Member State but, by any means, directs such activities to a Member State, shall state in a clear and prominent manner:
 - (a) that the traveller will not benefit from any of the rights granted by this Directive exclusively to package travellers and that each service provider will be solely responsible for the correct contractual performance of its service and

- (b) that the traveller will benefit from insolvency protection in accordance with paragraph (0).

In order to comply with this paragraph, the trader shall use the relevant standard information form set out in Annex Ib, or, where the particular type of linked travel arrangement is not covered by any of the forms, provide the information contained therein.

2. Where the trader facilitating linked travel arrangements has not complied with the requirements set out in paragraphs 0 and 1 of this Article, the rights and obligations laid down in Articles 7 and 10 and Chapter IV shall apply, in relation to the travel services included in the linked travel arrangement.
3. Where a linked travel arrangement is the result of the conclusion of a contract between a traveller and a trader who does not facilitate the linked travel arrangement, that trader shall inform the trader facilitating the linked travel arrangement of the conclusion of the relevant contract.

Chapter VII

General provisions

Article 18

Particular obligations of the retailer where the organiser is established outside the EEA

Without prejudice to the second sub-paragraph of Article 11 (1), where the organiser is established outside the EEA, the retailer established in a Member State shall be subject to the obligations laid down for organisers in Chapters IV and V, unless the retailer provides evidence that the organiser complies with Chapters IV and V.

Article 19

Liability for booking errors

Member States shall ensure that a trader shall be 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 or of travel services which are part of linked travel arrangements, for the errors made during the booking process.

A trader shall not be liable for booking errors which are attributable to the traveller or which are caused by unavoidable and extraordinary circumstances.

Article 20

Right of redress

In cases where an organiser or, in accordance with the second subparagraph of Article 11(1) or Article 18, a retailer pays compensation, grants price reduction or meets the other obligations incumbent on it 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.

Article 21

Imperative nature of the Directive

1. A declaration by an organiser of a package or a trader facilitating a linked travel arrangement that he or she is acting exclusively as a travel service provider, as an intermediary or in any other capacity, or that a package or a linked travel arrangement within the meaning of this Directive does not constitute a package or a linked travel arrangement, shall not absolve those traders from the obligations imposed on them under this Directive.
2. Travellers may not waive the rights conferred on them by the national measures transposing this Directive.
3. Any contractual arrangement or any statement by the traveller which directly or indirectly waives or restricts the rights conferred on travellers pursuant to this Directive or aims to circumvent the application of this Directive shall not be binding on the traveller.

Article 22

Enforcement

Member States shall ensure that adequate and effective means exist to ensure compliance with this Directive.

Article 23

Penalties

Member States shall lay down the rules on penalties applicable to the infringements of national provisions adopted pursuant to this Directive and shall take all measures necessary to ensure that they are implemented. The penalties provided for shall be effective, proportionate and dissuasive.

Article 24

Reporting by the Commission and review

By [3 years after its entry into force], the Commission shall submit a report to the European Parliament and the Council on the provisions of this Directive applying to online bookings made at different points of sale and the qualification of such bookings as packages, linked travel arrangements or stand-alone travel services, and in particular on Article 3(2)(b)(v) and whether an adjustment or broadening of this definition is appropriate.

By [5 years after its entry into force], the Commission shall submit a general report on the application of this Directive to the European Parliament and the Council.

That both reports shall be accompanied, where necessary, by legislative proposals.

Article 25

Amendment of Regulation (EC) No 2006/2004 and Directive 2011/83/EU

1. Point 5 of the Annex to Regulation (EC) No 2006/2004 of the European Parliament and of the Council¹⁸ is replaced by the following:

'5. Directive .../.../EU of the European Parliament and of the Council¹⁹

2. Point (g) of Article 3(3) of Directive 2011/83/EU is replaced by the following:

'(g) on packages as defined in point 2 of Article 3 of Directive .../.../EU of the European Parliament and of the Council.

Articles 6 (7), Articles 8 (2) and (6), Article 19, Article 21 and Article 22 of this Directive shall apply mutatis mutandis to packages as defined in point 2 of Article 3 of Directive .../.../EU in relation to travellers within the meaning of point (6) of Article 3.

¹⁸ Regulation (EC) No 2006/2004 of the European Parliament and of the Council of 27 October 2004 on cooperation between national authorities responsible for the enforcement of consumer protection laws (the Regulation on consumer protection cooperation) (OJ L 364, 9.12.2004, p. 1).

¹⁹ Directive .../.../EU of the European Parliament and of the Council of ... on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004, Directive 2011/83/EU and repealing Council Directive 90/314/EEC (OJ L ...).

Chapter VIII

Final provisions

Article 26

Repeals

Directive 90/314/EC is repealed as of [30 months after the entry into force of this Directive].

References to the repealed Directive shall be construed as references to this Directive and shall be read in accordance with the correlation table set out in Annex I to this Directive.

Article 27

Transposition

1. Member States shall adopt and publish, by 24 months after the entry into force of this 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 measures.
2. They shall apply those provisions from 30 months after the entry into force of this Directive
3. When Member States adopt those measures, 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.

4. 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 28

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 29

Addressees

This Directive is addressed to the Member States.

Done at ,

For the European Parliament

For the Council

The President

The President

ANNEXES

ANNEX I^{20*}

Numbering of articles in Council Directive 90/314/EEC of 13 June 1990 on package travel, package holidays and package tours	Numbering of articles in this Directive
Article 1	Article 1 (modified)
Article 2 (1)	Article 3 (2) (modified) and Article 2 (2) (a)
Article 2 (2)	Article 3 (8) (modified)
Article 2 (3)	Article 3 (9) (modified)
Article 2 (4)	Article 3 (6) (modified)
Article 2 (5)	Article 3 (3) (modified)
Article 3 (1)	Deleted
Article 3 (2)	Deleted, however main parts incorporated in Articles 4 and 5 (modified)
Article 4 (1)	Article 4 (1) (modified), Article 6 (2) (modified) and Article 6 (4) (modified)

²⁰ This list is for information purposes only. When an article in the list related to this Directive is indicated as corresponding to an article in Directive 90/314/EEC, this means that at least certain elements of a rule in Directive 90/314/EEC are also to be found in this Directive, but does not mean that the wording of the relevant provisions is the same.

* [Table to be adapted during legal-linguistic revision]

Article 4 (1)(b)(iv)	Deleted
Article 4 (2)(a)	Article 6 (2) (modified)
Article 4 (2)(b)	Article 5(3) (modified) and Article 6(1) and (3) (modified)
Article 4 (2)(c)	Deleted
Article 4 (3)	Article 7 (modified)
Article 4 (4)	Article 8 (modified)
Article 4 (5)	Article 9 (2) (modified)
Article 4 (6)	Article 9 (3) and (4) (modified) and Article 10 (3) and (4) (modified)
Article 4 (7)	Article 11 (3), (4) and (7) (modified)
Article 5 (1)	Article 11 (1) (modified)
Article 5 (2)	Article 12 (2) (3) and (4) (modified) and Article 14 (modified)
Article 5 (3)	Article 21 (3) (modified)
Article 5 (4)	Article 6 (2)(c) (modified) and Article 12 (3)(b) (modified)
Article 6	Article 11 (2) (modified)
Article 7	Article 15 (modified) and Article 16 (modified)
Article 8	Deleted
Article 9 (1)	Article 27 (1), (2) and (3) (modified)
Article 9 (2)	Article 27 (4) (modified)
Article 10	Article 29

A. Information to be provided where a package travel contract is to be concluded by means of distance communication

The combination of travel services offered to you is a package within the meaning of the EU Package Travel Directive.

Therefore, you will benefit from all EU rights of package travellers. Company\ies XY will be fully responsible for the correct performance of the trip or holiday as a whole.

Additionally, as required by law, company\ies XY has/have protection in place to reimburse travellers and ensure repatriation in the event that it becomes/they become insolvent.

More information

Following the link the traveller will receive this information:

Key Rights under the EU Package Travel Directive

- Travellers receive all essential information about the holiday before signing the contract.
- There is always at least one party that is liable for the correct performance of all the services included in the contract.
- Travellers are given an emergency number or a contact point where they can get in touch with the organiser or the travel agent.
- Travellers can transfer the package to another person, on reasonable notice and possibly subject to a fee.
- The price of the trip can only be changed for specific reasons, if expressly foreseen in the contract, and not in any case later than 20 days before start of the package. If the increase exceeds 8% the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction under the same circumstances.
- Travellers may terminate the contract free of charge and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the holiday cancels the package, travellers are entitled to a refund and compensation where appropriate.

- Travellers may terminate the contract free of charge before the start of the package in exceptional circumstances, for instance, if there are serious security problems at the destination which are likely to affect the holiday.
- Additionally, travellers may always terminate the contract against an appropriate termination fee.
- If, after start of the package, significant elements of the package cannot be provided as agreed, alternative arrangements will have to be made at no extra cost.
- The organiser has to provide assistance if a traveller is in difficulty.
- The traveller is entitled to price reduction and/or compensation in case of non-performance of (parts of) the contract by the organiser.
- If the organiser or, in some Member States, the retailer becomes insolvent, payments will be refunded. If the organiser or, where relevant, the retailer, becomes insolvent after the start of the package and if transport is included in the trip or holiday, repatriation of the travellers is secured. XY has taken out insolvency protection with YZ [contact details of the insurance body/authority providing insolvency protection]. Travellers may contact this body/authority if services are denied because of XY's insolvency.

Directive 2015/XX/EU as transposed into the relevant national law(s) [LINK]

B. Information sheet to be provided where a package travel contract is to be concluded in the physical presence of a trader

The combination of travel services offered to you is a package within the meaning of the EU Package Travel Directive.

Therefore, you will benefit from all EU rights of package travellers. Company\ies XY will be fully responsible for the correct performance of the trip or holiday as a whole.

Additionally, as required by law, company\ies XY has/have protection in place to reimburse travellers and ensure repatriation in the event that it becomes/they become insolvent.

Key Rights under the EU Package Travel Directive

- Travellers receive all essential information about the holiday before signing the contract.
- There is always at least one party that is liable for the correct performance of all the services included in the contract.
- Travellers are given an emergency number or a contact point where they can get in touch with the organiser or the travel agent.
- Travellers can transfer the package to another person, on reasonable notice and possibly subject to a fee.
- The price of the trip can only be changed for specific reasons, if expressly foreseen in the contract, and not in any case later than 20 days before start of the package. If the increase exceeds 8% the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction under the same circumstances.
- Travellers may terminate the contract free of charge and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the holiday cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract free of charge before the start of the package in exceptional circumstances, for instance, if there are serious security problems at the destination which are likely to affect the holiday.

- Additionally, travellers may always terminate the contract against an appropriate termination fee.
- If, after start of the package, significant elements of the package cannot be provided as agreed, alternative arrangements will have to be made at no extra cost.
- The organiser has to provide assistance if a traveller is in difficulty.
- The traveller is entitled to price reduction and/or compensation in case of non-performance of (parts of) the contract by the organiser.
- If the organiser or, in some Member States, the retailer becomes insolvent, payments will be refunded. If the organiser or, where relevant, the retailer becomes insolvent after the start of the package and if transport is included in the trip or holiday, repatriation of the travellers is secured. XY has taken out insolvency protection with YZ [contact details of the insurance body/authority providing insolvency protection]. Travellers may contact this body/authority if services are denied because of XY's insolvency.

[Website where Directive 2015/XX/EU as transposed into the relevant national law(s) can be found.]

C. Information to be provided where a package organiser transmits data to another trader in accordance with Article 3, point 2, (b) (v)

If you conclude a contract with company AB within 24 hours of receiving the booking confirmation from company XY the travel service provided by XY and AB will constitute a package within the meaning of the EU Package Travel Directive.

In that case, you will benefit from all EU rights of package travellers.

Company XY will be fully responsible for the correct performance of the trip or holiday as a whole.

Additionally, as required by law, company\ies XY has/have protection in place to reimburse travellers and ensure repatriation in the event that it becomes/they become insolvent.

More information

Following the link the traveller will receive this information:

Key Rights under the EU Package Travel Directive

- Travellers receive all essential information about the holiday soon after a package has been created.
- There is always at least one party that is liable for the correct performance of all the services included in the contract.
- Travellers are given an emergency number or a contact point where they can get in touch with the organiser or the travel agent.
- Travellers can transfer the package to another person, on reasonable notice and possibly subject to a fee.
- The price of the trip can only be changed for specific reasons, if expressly foreseen in the contract, and not in any case later than 20 days before start of the package. If the increase exceeds 8% the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction under the same circumstances.

- Travellers may terminate the contract free of charge and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the holiday cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract free of charge before the start of the package in exceptional circumstances, for instance, if there are serious security problems at the destination which are likely to affect the holiday.
- Additionally, travellers may always terminate the contract against an appropriate termination fee.
- If, after start of the package, significant elements of the package cannot be provided as agreed, alternative arrangements will have to be made at no extra cost. Otherwise travellers may terminate the contract.
- The organiser has to provide assistance if a travellers are in difficulty.
- The traveller is entitled to price reduction and/or compensation in case of non-performance of (parts of) the contract by the organiser.
- If the organiser or, in some Member States, the retailer becomes insolvent, payments will be refunded. If the organiser or, where relevant, the retailer becomes insolvent after the start of the package and if transport is included in the trip or holiday, repatriation of the travellers is secured. XY has taken out insolvency protection with YZ [contact details of the insurance body/authority providing insolvency protection]. Travellers may contact this body/authority if services are denied because of XY's insolvency.

Directive 2015/XX/EU as transposed into the relevant national law(s) [LINK]

A. Information to be provided if the trader facilitating an online linked travel arrangement within the meaning of Article 3 point 5 (b) is a carrier selling a return ticket.

If you book additional travel services via this link/these links, you will NOT benefit from rights of package travellers under the EU Package Travel Directive.

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

However, if you book additional travel services via this link/these links within 24 hours after the confirmation of your contract with XY, they will become part of a linked travel arrangement. In that case XY has, as required by EU law, protection in place to refund your payments to XY for services not performed because of XY's insolvency, and, where necessary, for your repatriation. Please note this does not provide a refund in the event of the insolvency of the relevant service provider.

More information

Following the link the traveller will receive this information:

XY has taken out insolvency protection with YZ (contact details -including name, geographical address, e-mail and phone number- of the body in charge of the insolvency protection, e.g. a guarantee fund or an insurance company).

Please contact this body if the services you have booked are denied because of XY's insolvency.

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

Directive 2015/XX/EU as transposed into the relevant national law(s) [*LINK*]

B. Information to be provided in the situation of an online reservation if the trader facilitating an online linked travel arrangement within the meaning of Article 3 point 5 (b) is a trader other than a carrier selling a return ticket.

If you book additional travel services via this link, you will NOT benefit from rights of package under the EU Package Travel Directive.

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

However, if you book additional travel services via this link/these links within 24 hours after the confirmation of your contract with XY, they will become part of a linked travel arrangement. In that case XY has, as required by EU law, protection in place to refund your payments to XY for services not performed because of XY's insolvency. Please note this does not provide a refund in the event of the insolvency of the relevant service provider.

More information

Following the link the traveller will receive this information:

XY has taken out insolvency protection with YZ (contact details -including name, geographical address, e-mail and phone number- of the body in charge of the insolvency protection, e.g. a guarantee fund or an insurance company).

Please contact this body if the services you have booked are denied because of XY's insolvency.

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

Directive 2015/XX/EU as transposed into the relevant national law(s) [*LINK*]

C. Information to be provided for linked travel arrangements within the meaning of Article 3 point 5 (a) facilitated online by a carrier selling a return ticket.

If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our company/XY, you will NOT benefit from rights of package travellers under the EU Package Travel Directive.

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

However, if you book any additional travel services during the same visit of our/XY's booking site, the travel services will become part of a linked travel arrangement. In that case XY has, as required by EU law, protection in place to refund your payments to XY for services not performed because of XY's insolvency, and, where necessary, for your repatriation. Please note this does not provide a refund in the event of the insolvency of the relevant service provider.

More information

Following the link the traveller will receive this information:

XY has taken out insolvency protection with YZ (contact details -including name, geographical address, e-mail and phone number- of the body in charge of the insolvency protection, e.g. a guarantee fund or an insurance company).

Please contact this body if the services you have booked are denied because of XY's insolvency.

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

Directive 2015/XX/EU as transposed into the relevant national law(s) *[LINK]*

D. Information to be provided for linked travel arrangements within the meaning of Article 3 point 5 (a) facilitated online by a trader other than a carrier selling a return ticket

If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our company/XY, you will NOT benefit from rights of package travellers under the EU Package Travel Directive.

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

However, if you book any additional travel services during the same visit of our/XY's booking site, the travel services will become part of a linked travel arrangement. In that case XY has, as required by EU law, protection in place to refund your payments to XY for services not performed because of XY's insolvency. Please note this does not provide a refund in the event of the insolvency of the relevant service provider.

More information

Following the link the traveller will receive this information:

XY has taken out insolvency protection with YZ (contact details -including name, geographical address, e-mail and phone number- of the body in charge of the insolvency protection, e.g. a guarantee fund or an insurance company).

Please contact this body if the services you have booked are denied because of XY's insolvency.

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

Directive 2015/XX/EU as transposed into the relevant national law(s) [*LINK*]

E. Information sheet for linked travel arrangements within the meaning of Article 3 point 5 (a) where the contracts are concluded in the physical presence of the trader (other than a carrier selling a return ticket).

If , after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our company/XY, you will NOT benefit from rights of package travellers under the EU Package Travel Directive.

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

However, if you book any additional travel services during the same visit of or contact with our company/company XY, the travel services will become part of a linked travel arrangement. In that case XY has, as required by EU law, protection in place to refund your payments to XY for services not performed because of XY's insolvency. Please note this does not provide a refund in the event of the insolvency of the relevant service provider.

XY has taken out insolvency protection with YZ (contact details -including name, geographical address, e-mail and phone number- of the body in charge of the insolvency protection, e.g. a guarantee fund or an insurance company).

Please contact this body if the services you have booked are denied because of XY's insolvency.

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