













# Procedure file

Basic information	
COD - Ordinary legislative procedure (ex-codecision procedure) Directive	2013/0246(COD) Procedure completed
Package travel and linked travel arrangements	
Amending Regulation (EC) No 2006/2004 Amending Directive 2011/83/EU	<a href="#">2003/0162(COD)</a> <a href="#">2008/0196(COD)</a>
Subject	
4.50 Tourism	
4.60.06 Consumers' economic and legal interests	

Key players			
European Parliament	Committee responsible	Rapporteur	Appointed
	 Internal Market and Consumer Protection	 <a href="#">COLLIN-LANGEN Birgit</a>	17/07/2014
		Shadow rapporteur	
		 <a href="#">COFFERATI Sergio Gaetano</a>	
		 <a href="#">VAN BOSSUYT Anneleen</a>	
		 <a href="#">CHARANZOVÁ Dita</a>	
		 <a href="#">ŠOLTES Igor</a>	
	Former committee responsible		
 Internal Market and Consumer Protection		PPE <a href="#">MAYER Hans-Peter</a>	25/09/2013
	Former committee for opinion		
 Transport and Tourism		S&D <a href="#">LIBERADZKI Bogusław</a>	16/09/2013
 Legal Affairs		The committee decided not to give an opinion.	
Council of the European Union	Council configuration	Meeting	Date
	<a href="#">Environment</a>	<a href="#">3409</a>	18/09/2015
	<a href="#">Competitiveness (Internal Market, Industry, Research and Space)</a>	<a href="#">3392</a>	28/05/2015
	<a href="#">Competitiveness (Internal Market, Industry, Research</a>	<a href="#">3353</a>	04/12/2014

European Commission	<a href="#">and Space)</a>	
	<a href="#">Competitiveness (Internal Market, Industry, Research and Space)</a>	3317
European Economic and Social Committee	Commission DG <a href="#">Justice and Consumers</a>	Commissioner REDING Viviane
		19/05/2014

Key events			
09/07/2013	Legislative proposal published	<a href="#">COM(2013)0512</a>	Summary
10/09/2013	Committee referral announced in Parliament, 1st reading		
11/02/2014	Vote in committee, 1st reading		
18/02/2014	Committee report tabled for plenary, 1st reading	<a href="#">A7-0124/2014</a>	Summary
11/03/2014	Debate in Parliament		
12/03/2014	Results of vote in Parliament		
12/03/2014	Decision by Parliament, 1st reading	<a href="#">T7-0222/2014</a>	Summary
19/05/2014	Debate in Council	<a href="#">3317</a>	
04/12/2014	Debate in Council	<a href="#">3353</a>	
22/01/2015	Committee decision to open interinstitutional negotiations after 1st reading in Parliament		
04/06/2015	Approval in committee of the text agreed at early 2nd reading interinstitutional negotiations	<a href="#">PE609.499</a> <a href="#">PE610.655</a>	
22/09/2015	Council position published	<a href="#">09173/3/2015</a>	Summary
08/10/2015	Committee referral announced in Parliament, 2nd reading		
13/10/2015	Vote in committee, 2nd reading		
15/10/2015	Committee recommendation tabled for plenary, 2nd reading	<a href="#">A8-0297/2015</a>	Summary
26/10/2015	Debate in Parliament		
27/10/2015	Decision by Parliament, 2nd reading	<a href="#">T8-0366/2015</a>	Summary
25/11/2015	Final act signed		
25/11/2015	End of procedure in Parliament		
11/12/2015	Final act published in Official Journal		

Technical information	
Procedure reference	2013/0246(COD)
Procedure type	COD - Ordinary legislative procedure (ex-codecision procedure)
Procedure subtype	Legislation

Legislative instrument	Directive
	Amending Regulation (EC) No 2006/2004 <a href="#">2003/0162(COD)</a> Amending Directive 2011/83/EU <a href="#">2008/0196(COD)</a>
Legal basis	Treaty on the Functioning of the EU TFEU 114
Other legal basis	Rules of Procedure EP 165
Mandatory consultation of other institutions	<a href="#">European Economic and Social Committee</a>
Stage reached in procedure	Procedure completed
Committee dossier	IMCO/8/02275

## Documentation gateway

Legislative proposal		<a href="#">COM(2013)0512</a>	09/07/2013	EC	Summary
Document attached to the procedure		<a href="#">COM(2013)0513</a>	09/07/2013	EC	Summary
Document attached to the procedure		SWD(2013)0263	09/07/2013	EC	
Document attached to the procedure		SWD(2013)0264	09/07/2013	EC	
Document attached to the procedure		SWD(2013)0266	09/07/2013	EC	
Committee draft report		<a href="#">PE524.596</a>	26/11/2013	EP	
Economic and Social Committee: opinion, report		<a href="#">CES5087/2013</a>	11/12/2013	ESC	
Amendments tabled in committee		<a href="#">PE526.125</a>	19/12/2013	EP	
Committee opinion	TRAN	<a href="#">PE524.534</a>	05/02/2014	EP	
Committee report tabled for plenary, 1st reading/single reading		<a href="#">A7-0124/2014</a>	18/02/2014	EP	Summary
Text adopted by Parliament, 1st reading/single reading		<a href="#">T7-0222/2014</a>	12/03/2014	EP	Summary
Commission response to text adopted in plenary		<a href="#">SP(2014)455</a>	10/06/2014	EC	
Committee letter confirming interinstitutional agreement		<a href="#">PE610.655</a>	17/06/2015	EP	
Council statement on its position		<a href="#">11257/1/2015</a>	09/09/2015	CSL	
Council position		<a href="#">09173/3/2015</a>	22/09/2015	CSL	Summary
Committee draft report		<a href="#">PE569.483</a>	05/10/2015	EP	
Commission communication on Council's position		<a href="#">COM(2015)0493</a>	05/10/2015	EC	Summary
Committee recommendation tabled for plenary, 2nd reading		<a href="#">A8-0297/2015</a>	15/10/2015	EP	Summary
Text adopted by Parliament, 2nd reading		<a href="#">T8-0366/2015</a>	27/10/2015	EP	Summary
Draft final act		<a href="#">00065/2015/LEX</a>	25/11/2015	CSL	
Text agreed during interinstitutional negotiations		<a href="#">PE609.499</a>	13/09/2017	EP	
Follow-up document		<a href="#">COM(2019)0270</a>	21/06/2019	EC	Summary

Follow-up document		SWD(2019)0270	24/06/2019	EC	Summary
Follow-up document		<a href="#">COM(2021)0090</a>	26/02/2021	EC	

### Additional information

National parliaments	<a href="#">IPEX</a>
European Commission	<a href="#">EUR-Lex</a>

### Final act

[Directive 2015/2302](#)  
[OJ L 326 11.12.2015, p. 0001](#) Summary

## Package travel and linked travel arrangements

**PURPOSE:** to enhance the functioning of the Internal Market and achieve a high level of consumer protection through the approximation of Member States legislative, regulatory and administrative rules on packages and other combinations of travel services.

**PROPOSED ACT:** Directive of the European Parliament and of the Council.

**ROLE OF THE EUROPEAN PARLIAMENT:** the European Parliament decides in accordance with the ordinary legislative procedure and on an equal footing with the Council.

**BACKGROUND:** tourism plays a central role in Europe's economy today. With some 1.8 million businesses, mostly SMEs, employing 5.2% of the total workforce, the European tourism industry is an engine for growth in the EU. The total contribution of European travel & tourism, including related sectors, accounts for around 10% of EU GDP.

The travel market has evolved since the adoption of Directive 90/314/EEC. 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 these travel products are either in a legal grey zone or are clearly not covered by Directive 90/314/EEC.

It is therefore necessary to adapt the legislative framework to market developments, remove ambiguities and close legislative gaps. The modernisation of Directive 90/314/EEC responds to requests from the co-legislators and a large part of the industry and consumer organisations. A revision of the Directive is explicitly mentioned in the [European Citizens' Report](#), the [European Consumer Agenda](#) and in the [Single Market Act II](#).

**IMPACT ASSESSMENT:** the Impact Assessment (IA) analysed eight policy options plus certain sub-options, including maintaining the status quo, the drawing up of guidelines, the introduction of a package travel label, self-regulation by the industry, various options to modernise the Directive, as well as the adoption of a Travel Directive.

The chosen option is that of a graduated approach involving the modernisation of the Directive and the coverage of both one trader and multi-trader packages, while applying a lighter regime to multi-trader assisted travel arrangements.

**LEGAL BASIS:** Article 114 of the Treaty on the Functioning of the European Union (TFEU).

**CONTENT:** the proposed Directive seeks to clarify and modernise the scope of travellers' protection when purchasing combinations of travel services for the same trip or holiday by bringing within its scope different forms of on-line packages and assisted travel arrangements.

The proposal will ensure that travellers are better informed about the services they are buying and grant them clearer remedies if something goes wrong.

Package travel: the proposal:

- lists specific pre-contractual information which organisers and, where applicable, retailers have to provide to travellers wishing to buy a package;
- contains provisions on the content and the presentation of the contract or its confirmation, as well as on documents and information to be provided before the start of the package;
- regulates the possibility and the consequence of price changes;
- contains additional termination rights for travellers before the start of the package and grants travellers the right to terminate the contract without compensation in the event of unavoidable and extraordinary circumstances;
- regulates the organiser's liability for the performance of the package and the obligation to provide assistance to the traveller; only the organiser is liable for the performance of the package; retailers involved in the booking of packages and assisted travel arrangements are liable for booking errors;
- provides for the remedies available to the traveller in the event of the lack of performance and the improper performance of the services;
- lays down the obligations to remedy the lack of conformity and to make suitable alternative arrangements for the continuation of the package where a significant proportion of the services cannot be provided as agreed in the contract. Where it is impossible to ensure

the traveller's timely return because of unavoidable and extraordinary circumstances, the organiser's obligation to bear the cost for the continued stay is limited to EUR 100 per night and three nights per traveller;

- provides that only package organisers and retailers who facilitate the purchase of 'assisted travel arrangements' are subject to the obligation to provide insolvency protection;
- provides that travellers may address messages, complaints or claims also to the retailer.

Assisted travel arrangement: these are defined as a combination of at least two different types of travel services for the purpose of the same trip or holiday, not constituting a package, resulting in the conclusion of separate contracts with the individual travel service providers.

Retailers offering assisted travel arrangements would have to explain to travellers in a clear and prominent manner that only the relevant service providers are liable for performance of the services and that travellers will not benefit from any of the Union rights granted to package travellers, except the right to a refund of pre-payments and, where relevant, to repatriation in case the retailer itself or any of the service providers becomes insolvent.

BUDGETARY IMPLICATIONS: the only operational costs relate to the preparation of the report on the application of this Directive, covering the preparatory work of an external contractor, i.e. operational appropriation of EUR 0.2 million under the Rights and Citizenship programme, as well as administrative expenditure of around EUR 0.184 million during seven years after the adoption of the Directive.

## Package travel and linked travel arrangements

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By means of this Communication, the Commission seeks to respond to the numerous calls from the professionals in the sector, consumers and legislators, for the rules in the EU Package Travel Directive (Council Directive 90/314/EEC) to be brought into the digital age.

Need for reform of the 1990 Directive: over the last 20 years, the travel market has been transformed, notably by the internet. In 2011, online travel sales accounted for around 35 % of all travel bookings; in the sole month of March 2013, nearly 183 million citizens visited an on-line travel website.

Now, although 23 % of EU travellers still purchase traditional, prearranged packages, more and more either buy different parts of their trips separately (54 % of Europeans who took a holiday in 2011), or buy customised holidays which are put together by one or more commercially linked traders to suit their needs and preferences. Such combined travel arrangements now account for 23% of the holiday market, roughly 118 million trips every year.

The advent of these new types of holidays has created ambiguities, because both businesses and consumers may be unsure whether they are covered by the legislation. In practice, legal protection may differ, depending on how, where and by whom the arrangements are offered for sale, even though the travel components may be identical.

In this new market environment, the current EU rules no longer meet the needs of consumers and businesses. The different legal requirements across the Member States, e.g. on pre-contractual information, liability and insolvency protection, mean that businesses have more difficulty expanding their operations across borders. Thus, travel businesses are no longer competing on an equal footing.

Moreover, the outdated scope of the Directive also means consumers can lose money when they buy travel products that are not covered while believing that they are protected.

A new proposal to modernise the rules: the Commission considers that revising the Directive will, in line with the [EU strategy for tourism](#), help in strengthening European tourism by adjusting the existing rules to changed consumer behaviour, as announced by the [European Consumer Agenda](#) and re-stated by the [second EU Citizenship Report](#).

The proposal clarifies the existing Directive and brings it up to date with legal and market developments. It enhances consumer protection at a reasonable cost to the industry while leaving businesses and consumers free to choose what they wish to sell and buy.

While still focusing on packages, the proposed legislation is wider in scope and clearly includes new, commonly used combined travel arrangements. It also puts in place a flexible system for business travel.

Moreover, the proposal:

- ensures greater market transparency by enabling all travellers to clearly identify whether they are being offered a package or not, thus avoiding confusion;
- repeals special rules on brochures (less necessary with the internet). However, the proposal ensures that the traveller will still receive all the key information before signing a contract and that any potentially important news after that, for instance a change to the itinerary, is communicated in writing (including email);
- gives travellers new cancellation rights: consumers will have the right to cancel the contract before departure, albeit by paying the organiser reasonable compensation for the costs incurred. In the event of natural disasters, warfare or similar serious events at destination, consumers will also have the right to cancel the contract without paying compensation. Rules on prices will be fairer and more predictable with the introduction of a 10 % cap on price increases;
- provides clearer remedies and a better system of redress if something goes wrong. It also contractual liability. Travellers will still have a single contact point if something goes wrong during the holiday, and organisers are made liable for the performance of the services included;
- clarifies the insolvency protection rule, and explicitly obliges Member States to ensure mutual recognition of national insolvency protection schemes, within a structured cooperation mechanism.

The Commission considers that the new proposal is a proportionate response to new market developments while taking fully into account the specific position of SMEs in their dual role as suppliers and users of travel services. Indeed, considering that an overwhelming majority (99 %) of EU tour operators and travel agents are SMEs (of which 92 % are micro-enterprises), the proposal aims to reduce the average cost of offering traditional packages, by modernising the rules and cutting red tape.

At the same time, the proposal leaves all off- and on-line traders free to offer their services to facilitate the arrangement of holidays involving the combination of separate travel services, without becoming liable for the performance of the different services. However in the interest of

fair competition and in order to protect consumers, the obligation to provide sufficient evidence of security for the refund of pre-payments and the repatriation of travellers in the area of insolvency should also apply to assisted travel arrangements.

## Package travel and linked travel arrangements

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The Committee on the Internal Market and Consumer Protection adopted the report by Hans-Peter MAYER (EPP, DE) on the 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.

The parliamentary committee recommended that the position of the European Parliament adopted at first reading under the ordinary legislative procedure modify the Commission proposal as follows.

Scope: it is noted that the scope will not cover:

- packages put together and made available by natural or legal persons which do not secure any financial gain, either directly or indirectly, from this activity;
- packages and linked travel arrangements purchased on the basis of a framework contract for business travel between a business on whose behalf the traveller is travelling and a trader;
- ancillary services provided as a subsidiary element of the package, to ensure that traders, in particular small local travel agencies, do not unwittingly become package tour organisers simply by booking transport to the point of departure, for example a rail journey to the airport of departure;
- carriage of passengers by bus, rail, water or air which includes accommodation, if the main component is clearly transport and such carriage is not combined with another travel service.

Pre-contractual information: only the organiser should be required to communicate pre-contractual information to the traveller. This information should specify:

- the travel destination(s), itinerary and periods of stay, with dates, and the number of nights included;
- the official category of the accommodation assigned by the competent body in the place in which the accommodation is located;
- the travel services provided to the traveller as a part of a group;
- the total price must be presented in the form of a detailed invoice setting out all the costs of the travel service in a transparent manner;
- information on the optional conclusion of an insurance policy to cover the costs of cancellation by the traveller or the cost of repatriation in the event of accident or illness;
- information that the traveller or the organiser may terminate the contract at any time before the start of the package and upon the payment of an applicable reasonable standardised termination fee.

Members deleted the requirement to communicate information on the language(s) in which the activities will be carried out. However, information about the trips suitability for persons with reduced mobility should be provided on request.

Where a travel contract is concluded by electronic means, the organiser shall make the traveller aware in a clear and prominent manner, and directly before the traveller places his order, of the information provided for. As regards compliance with the information requirements, the burden of proof shall be on the trader.

Moreover, before the start of the package, the traveller should also receive: i) all relevant contact details in case the traveller perceives any lack of conformity, and details of how the traveller should proceed; ii) the name, geographical address, telephone number and e-mail address of a contact point whose assistance a traveller in difficulty could request.

Changes to the package, price reductions or price increases:

- A price increase may be passed on only if it exceeds 3 % of the total cost of the package. Any price reduction which exceeds 3 % of the total cost must be passed on. In the event of a price reduction, the organiser may charge an administrative fee of up to EUR 10 per traveller. Price changes must always be justified in writing.
- As the legal consequence of a price increase of more than 8 % or of a permissible, significant change to the package travel contract, in addition to the right of withdrawal with no financial penalty the traveller should also be given the option of taking up an equivalent package. If a traveller fails to reply to the letter informing him or her of the changes to the package travel contract or the price increase of more than 8 %, the package will be deemed to have been accepted at the increased price. The burden of proof in respect of the provision of this information should lie with the organiser.

Withdrawal: travellers should be able at any time to withdraw from the contract against payment of appropriate compensation. The burden of proof regarding the appropriateness of the compensation should lie with the organiser, since only he can outline what costs he has incurred, or not incurred.

- Should a package be significantly affected by unavoidable and extraordinary circumstances, such as warfare or a natural disaster, the traveller should be able to withdraw without being required to pay compensation. This rule must not apply, however, if the relevant circumstances prevailed prior to the booking of the package and the traveller was aware of them.
- The traveller shall have the right to terminate the contract before the start of the package without compensation in the event of unavoidable and extraordinary circumstances such as an accident or a serious illness, or death in the family, provided that these incidents are appropriately documented.

No-fault liability: the organiser should bear some measure of liability if it is not possible to ensure the travellers timely return because of

unavoidable and extraordinary circumstances.

If the organiser arranges accommodation himself, he should bear the cost for up to five nights, with no ceiling applied. If the traveller is required to book accommodation, however, the organiser may limit the cost of accommodation to EUR 125 per night per traveller. Insolvency protection: Members considered that travellers must be protected against the insolvency of the organiser, the retailer or an undertaking involved in providing the assisted travel arrangements. However, in the context of insolvency, the repatriation of travellers should not necessarily take place immediately. Instead, a continuation of the trip should be offered if possible.

## Package travel and linked travel arrangements

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The European Parliament adopted by 654 votes to 19 with 9 abstentions, a legislative resolution on the 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.

Parliaments position in first reading following the ordinary legislative procedure amended the Commission proposal as follows:

Level of harmonisation and scope: the purpose of the directive is the achievement of a high and as uniform as possible level of consumer protection in respect of contracts on package travel and linked travel arrangements concluded between travellers and traders. Unless otherwise provided for, Member States shall not maintain or introduce, in their national law, provisions diverging from those laid down in the Directive.

Parliament stated that the scope will not cover:

- packages put together and made available by natural or legal persons which do not secure any financial gain, either directly or indirectly, from this activity;
- packages and linked travel arrangements purchased on the basis of a framework contract for business travel between a business on whose behalf the traveller is travelling and a trader;
- ancillary services provided as a subsidiary element of the package, to ensure that traders, in particular small local travel agencies, do not unwittingly become package tour organisers simply by booking transport to the point of departure, for example a rail journey to the airport of departure;
- carriage of passengers by bus, rail, water or air which includes accommodation, if the main component is clearly transport and such carriage is not combined with another travel service.

Pre-contractual information: the organiser will be required to communicate the following pre-contractual information to the traveller:

- the travel destination(s), itinerary and periods of stay, with dates, and the number of nights included;
- the approximate time of departure and return, where the exact time is not yet determined;
- the official category of the accommodation assigned by the competent body in the place in which the accommodation is located;
- the travel services provided to the traveller as a part of a group;
- the total price must be presented in the form of a detailed invoice setting out all the costs of the travel service in a transparent manner;
- information on the optional conclusion of an insurance policy to cover the costs of cancellation by the traveller or the cost of repatriation in the event of accident or illness;
- information that the traveller or the organiser may terminate the contract at any time before the start of the package and upon the payment of an applicable reasonable standardised termination fee.

Members deleted the requirement to communicate information on the language(s) in which the activities will be carried out. However, information about the trips suitability for persons with reduced mobility should be provided on request.

Where a travel contract is concluded by electronic means, the organiser shall make the traveller aware in a clear and prominent manner, and directly before the traveller places his order, of the information provided for. As regards compliance with the information requirements, the burden of proof shall be on the trader.

Moreover, before the start of the package, the traveller should also receive: i) necessary receipts, vouchers or tickets, including information on the precise times of departure, intermediate stops, transport connections and arrival; ii) all relevant contact details in case the traveller perceives any lack of conformity, and details of how the traveller should proceed; (iii) the name, geographical address, telephone number and e-mail address of a contact point whose assistance a traveller in difficulty could request.

Changes to the package, price reductions or price increases:

- Before the start of the package, the organiser may not unilaterally change significant contract terms other than the price. A change in the terms of a contract shall in particular be considered to be significant if the time of departure and return provided diverges by more than three hours from the actual time of departure or return or, if it is not within the part of the day indicated in the pre-contractual information.
- A price increase may be passed on only if it exceeds 3 % of the total cost of the package. Any price reduction which exceeds 3 % of the total cost must be passed on. In the event of a price reduction, the organiser may charge an administrative fee of up to EUR 10 per traveller. Price changes must always be justified in writing.

As the legal consequence of a price increase of more than 8 % or of a permissible, significant change to the package travel contract, in addition to the right of withdrawal with no financial penalty the traveller should also be given the option of taking up an equivalent package. If a traveller fails to reply to the letter informing him or her of the changes to the package travel contract or the price increase of more than 8 %, the

package will be deemed to have been accepted at the increased price.

**Termination:** the Commission proposal states that the traveller may terminate the contract before the start of the package against payment of an appropriate compensation to the organiser. In the absence of standardised termination fees, the amount of the compensation shall correspond to the price of the package minus the expenses proved to have been saved by the organiser, which cannot be recovered, from the travel service providers or through alternative deployment of those services. Fees due for the termination of the contract, including administrative fees, shall not be disproportionate or excessive. The organiser shall provide a justification for the calculation of the amount of the compensation or the standardised termination fees. The burden of proof that the compensation is appropriate shall be on the organiser.

Once the travel contract has been concluded, the traveller shall have the right to terminate the contract before the start of the package without compensation in the event of unavoidable and extraordinary circumstances such as war or natural disaster. This does not apply if the traveller was already aware of the circumstances at the time of reservation.

**Services included in the price:** if any of the services are not performed in accordance with the contract, the organiser shall remedy the lack of conformity, provided the lack of conformity is reported by the traveller or is clear to the organiser and remedying it would not be disproportionate, unless the lack of conformity is attributable to the traveller.

Where a significant proportion of the services cannot be provided as agreed in the contract, the organiser shall make suitable alternative arrangements, at no extra cost to the traveller, for the continuation of the package, with service quality at least equivalent to that specified under the contract.

If it is impossible for the organiser to offer suitable alternative arrangements and the services agreed in the contract have not been provided, the traveller must be compensated within 14 days.

**No-fault liability:** the organiser should bear some measure of liability if it is not possible to ensure the travellers timely return because of unavoidable and extraordinary circumstances.

If the organiser arranges accommodation himself, he should bear the cost for up to five nights, with no ceiling applied. If the traveller is required to book accommodation, however, the organiser may limit the cost of accommodation to EUR 125 per night per traveller.

**Insolvency protection:** travellers must be protected against the insolvency of the organiser, the retailer or an undertaking involved in providing the assisted travel arrangements. However, in the context of insolvency, the repatriation of travellers should not necessarily take place immediately. Instead, a continuation of the trip should be offered if possible.

**Formal requirements for contracts:** Member States shall ensure that all contracts covered by this Directive are in plain and intelligible language and, insofar as they are in writing, legible. The language of the contract shall be the same as that of the pre-contractual information.

## Package travel and linked travel arrangements

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The main elements of the Council position at first reading may be summarised as follows:

**Subject matter:** the purpose of this Directive is to contribute to the proper functioning of the internal market and to the achievement of a high and as uniform as possible level of consumer protection by approximating certain aspects of the laws, regulations and administrative provisions of the Member States in respect of contracts between travellers and traders relating to package travel and linked travel arrangements.

This Directive applies to packages offered for sale or sold by traders to travellers and to linked travel arrangements facilitated by traders for travellers.

**Level of harmonisation:** 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 traveller protection.

**Definition of a package:** the Council agreed to keep the so-called 'click-throughs' included under the definition of a package. A 'click-through' occurs, when at least two different types of travel services are purchased from separate traders through linked online booking processes and when the traveller's name, e-mail address and payment details are transmitted between traders within a 24-hour limit.

Moreover, a review clause was added so that the Commission, three years after the entry into force of the Directive, has to assess the effectiveness of this provision, in particular the definition of 'click-throughs', and may come up with a legislative proposal.

**Linked travel arrangements LTAs:** the definition of linked travel arrangements (LTAs), initially called assisted travel arrangements, has been further developed by specifying that the different travel services have to be selected and paid separately by the traveller. Moreover it is specified that the trader has to facilitate the purchase of additional travel services in a targeted manner from another trader and the consequent contract with such other trader has to be concluded not more than 24 hours after the confirmation of the purchase of the first travel service.

Furthermore, before concluding a contract leading to an LTA, the trader has to inform the traveller, by using LTA standard forms, that he will not benefit from the rights granted by this Directive except for insolvency protection.

**Definition of a package - combinations forming a package:** the Council clarified that: (i) when an additional travel service is booked and does not account for 25% or more of the value of the combination of the travel services and does not constitute an essential feature of the trip, or: (ii) an additional travel service is selected and purchased only after the performance of a first travel service, this should not fall under the definition of a package.

**Insolvency protection:** the Council position stipulated that insolvency protection should provide for adequate coverage in all likely circumstances and reflect the level of financial risk represented by the traders activities, but that this liability should not be open-ended.

An insolvency protection schemes liability should extend only to circumstances which reflect the normal assessment of risk.

The special situation of smaller companies when laying down rules on the insolvency protection to be provided by traders in relation to packages and LTAs should be taken into account.



Pre-contractual information: the information should include the following:

- the main characteristics of the travel services;
- 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;
- the total price of the package inclusive of taxes and, where applicable, of all additional fees, charges and other costs;
- 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;
- general information on passport and visa requirements, including approximate periods for obtaining visas and information on health formalities, of the country of destination;
- information that the traveller may terminate the contract at any time before the start of the package in return for payment of an appropriate termination fee;
- information on optional or compulsory insurance to cover the cost of termination of the contract by the traveller or the cost of assistance, including repatriation, in the event of accident, illness or death.

Accommodation in the event of unavoidable and extraordinary circumstances: the text specifies that accommodation in an equivalent category (if possible) is limited to a maximum number of 3 nights unless Union legislation provides otherwise.

Alteration of significant contract terms: in the event of alteration of significant contract terms the organiser must inform the traveller of the reasonable time limit within which the traveller has to inform the organiser of his decision, including the option to terminate the contract.

Compensation for non-material damage: the Council confirmed the traveller's entitlement to compensation for any damage. This also includes compensation for non-material damage

Exclusion of occasional and not-for-profit packages and linked travel arrangements: the Council decided to exclude occasional and not-for-profit packages and LTAs from the scope of this Directive given that there is less need to protect travellers in such cases. However, in order to enable travellers to make informed choices, adequate information that such arrangements are not covered by this Directive should be publicly available.

Business travel: the text generally excludes business trips since such business trips already enjoy a comparative level of protection in relation to holiday packages.

Car rental: rental of 'motorcycles requiring a Category A driving licence under Directive 2006/126/EC' is included on a par with 'car rental'. This category of motorcycles is reserved for larger motorbikes with no limit to the engine size or power.

Contracts concluded by telephone: the Council streamlined the information requirements for contracts concluded by distance communication, including phone, by applying Article 8(6) of the [Consumer Rights Directive](#).

Annexes I and II: the Council has added two Annexes which explain in plain language and in a standardised way the rights and obligations of travellers and traders in relation to packages and LTAs.

## Package travel and linked travel arrangements

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The Commission accepted the Council's position at first reading which reflects the political agreement reached between the European Parliament and the Council in informal trilogues on 5 May 2015, subsequently endorsed by the Competitiveness Council on 28 May 2015.

The Commission supports this agreement since it is in keeping with the objectives of the Commission proposal. The main elements of the agreement are as follows:

- the agreement maintains the differentiated approach regarding packages and linked travel arrangements (called 'assisted travel arrangement' in the Commission proposal): it preserves the substance of the definition of packages and the associated protection level, while making certain adjustments regarding the definition of linked travel arrangements and the insolvency protection granted to travellers purchasing such arrangements. At the same time, it further strengthens the transparency for travellers by adding compulsory information forms;
- the new directive will be based on full harmonisation, with a few limited exceptions where, because of different legal traditions or approaches, Member States will be allowed to maintain different solutions: this concerns in particular the possibility to make retailers liable for the performance of a package in addition to organisers or to provide for a right of withdrawal for off-premises contracts, but not for online or other distance contracts;
- enhancing consumer protection: certain clarifications of the rules on contractual liability and remedies for lack of conformity in the performance of the contract will increase consumer protection, whereas the detailed criteria for insolvency protection regimes should ensure that the actual protection granted under the rules of the Member States will become more comparable, thereby strengthening the basis for mutual recognition;
- obligation for the Commission to present a report on online-bookings made at different points of sale already three years after its entry into force: the Commission considered that this will be challenging to fulfil due to the short period the directive will have been applicable at that point but acknowledged that this solution was necessary for Council and Parliament to come to an agreement.

## Package travel and linked travel arrangements

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The Committee on the Internal Market and Consumer Protection adopted the recommendation for second reading contained in the report by Birgit COLLIN-LANGEN (EPP, DE) on the Council position at first reading with a view to the adoption of a directive of the European Parliament and of the Council on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC.

The committee recommended the European Parliament to approve, without amendment, the Council position at first reading. It took note of the Commission statement annexed to this resolution.

The Commission declared that when revising the [Commission staff working document of 3 December 2009](#) entitled "Guidance on the implementation/application of [Directive 2005/29/EC](#) on unfair commercial practices", it will also address the issue of commercial practices whereby travel service providers who market their services online offer additional services in a hidden, unclear or ambiguous manner, such as hiding the option of not booking any further services.

The Commission will inform Parliament on how its views have been taken into account when the revised Guidance is adopted.

## Package travel and linked travel arrangements

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The European Parliament adopted a legislative resolution on the Council position at first reading with a view to the adoption of a directive of the European Parliament and of the Council on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC.

In line with the recommendation for second reading by the Committee on the Internal Market and Consumer Protection, Parliament approved, without amendment, the Council position at first reading.

It also took note of the Commission statement annexed to this resolution.

The Commission declared that when revising the [Commission staff working document of 3 December 2009](#) entitled "Guidance on the implementation/application of [Directive 2005/29/EC](#) on unfair commercial practices", it will also address the issue of commercial practices whereby travel service providers who market their services online offer additional services in a hidden, unclear or ambiguous manner, such as hiding the option of not booking any further services.

The Commission will inform Parliament on how its views have been taken into account when the revised Guidance is adopted.

## Package travel and linked travel arrangements

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**PURPOSE:** to update current EU rules on package holidays by aiming to adapt to travel market developments in order to meet the needs of consumers and businesses in the digital era.

**LEGISLATIVE ACT:** Directive (EU) 2015/2302 of the European Parliament and of the Council on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC.

**CONTENT:** The purpose of this Directive is to contribute to the proper functioning of the internal market and to the achievement of a high and as uniform as possible level of consumer protection by approximating certain aspects of the laws, regulations and administrative provisions of the Member States in respect of contracts between travellers and traders relating to package travel and linked travel arrangements.

The internet has become an increasingly important medium through which travel services are offered or sold. Travel services are not only combined in the form of traditional pre-arranged packages, but are often combined in a customised way. This Directive aims to adapt the scope of protection to take account of those developments, to enhance transparency, and to increase legal certainty for travellers and traders.

Member States shall not maintain or introduce, in their national law, more or less stringent provisions which would ensure a different level of traveller protection.

**Scope:** this Directive applies to packages offered for sale or sold by traders to travellers and to linked travel arrangements facilitated by traders for travellers. It covers:

- packages where two or more travel services are purchased either from the same trader on a website or from a high street travel agent under one contract;
- "click-through" sales where two or more services are purchased from multiple on-line traders under separate contracts but where the traveller's name, e-mail address and payment details are transferred directly between traders within 24 hours; and
- linked travel arrangements, where at least two different travel services which are sold by a trader facilitating the travel arrangements for the purpose of the same trip or holiday.

**Pre-contractual information:** according to the new Rules, 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 standard information, which shall include the following information:

- the main characteristics of the travel services (e.g. the travel destination(s), itinerary and periods of stay, with dates and, where accommodation is included, the number of nights included, 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, tourist category of the accommodation, the meal plan, visits, excursions, etc);
- 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;
- the total price of the package inclusive of taxes and, where applicable, of all additional fees;
- 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;
- general information on passport and visa requirements, including approximate periods for obtaining visas and information on health formalities, of the country of destination;
- information that the traveller may terminate the contract at any time before the start of the package in return for payment of an appropriate termination fee;
- information on optional or compulsory insurance to cover the cost of termination of the contract by the traveller or the cost of assistance, including repatriation, in the event of accident, illness or death.
- Member States shall ensure that package travel contracts are in plain and intelligible language and, in so far as they are in writing,

legible. The organiser or retailer shall provide the traveller with a copy or confirmation of the contract on a durable medium.

Changes to the contract: 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 package travel contract if the changes alter significantly any of the main characteristics of the travel services. If the organiser proposes a price increase of more than 8 % of the total price, the traveller should be entitled to terminate the package travel contract without paying a termination fee. If the traveller terminates the package travel contract, the traveller may accept a substitute package where this is offered by the organiser, if possible of an equivalent or a higher quality. If the package travel contract is terminated and the traveller does not accept a substitute package, the organiser shall refund all payments made by or on behalf of the traveller without undue delay and in any event not later than 14 days after the contract is terminated.

Termination and the right of withdrawal: Member States shall ensure that the traveller may terminate the package travel contract at any time before the start of the package. Where the traveller terminates the package travel contract under this paragraph, the traveller may be required to pay an appropriate and justifiable termination fee to the organiser. The traveller shall also have the right to terminate the package travel contract before the start of the package without paying any termination fee in the event of unavoidable and extraordinary circumstances occurring at the place of destination or its immediate vicinity and significantly affecting the performance of the package, or which significantly affect the carriage of passengers to the destination. The traveller shall be entitled to a full refund of any payments made for the package, but shall not be entitled to additional compensation.

Responsibility for the performance of the package: the organiser shall be responsible for the performance of the travel services included in the package travel contract, irrespective of whether those services are to be performed by the organiser or by other travel service providers.

The Directive lays down rules for non-compliance of the package concerning price reduction, termination of the package travel contract and/or compensation for damages:

- if any of the travel services are not performed in accordance with the package travel contract, the organiser shall remedy the lack of conformity, unless that: it is impossible; or entails disproportionate costs, taking into account the extent of the lack of conformity and the value of the travel services affected;
- where a significant proportion of the travel services cannot be provided as agreed in the package travel contract, the organiser shall offer, at no extra cost to 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;
- as long as it is impossible to ensure the traveller's return as agreed in the package travel contract because of unavoidable and extraordinary circumstances, the organiser shall bear the cost of necessary accommodation, if possible of equivalent category, for a period not exceeding three nights per traveller;
- 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.

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. The organiser shall give appropriate assistance without undue delay to the traveller in difficulty.

Insolvency protection: the Directive provides for more effective rules on insolvency protection for travellers in case of the trader's insolvency. A network of central contact points in the member states will be created to facilitate cross-border cooperation.

Annex I and II: two annexes lay down in clear terms and in a standardised manner the rights and obligations of travellers and professionals in the framework of package travel and linked travel arrangements

ENTRY INTO FORCE: 31.12.2015.

TRANSPOSITION: 01.01.2018 at the latest.

APPLICATION: from 01.07.2018, the date which Directive 90/134/EEC shall be repealed.

## Package travel and linked travel arrangements

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The Commission presents its report on the provisions of Directive (EU) 2015/2302 of the European Parliament and of the Council on package travel and linked travel arrangements applying to online bookings made at different points of sale (click-through' bookings).

### Background

One of the objectives of the 2015 Package Travel and Linked Travel Arrangements Directive (Package Travel Directive) was to adapt the legislation on package travel to new online booking models, in particular, to better protect consumers who are using combinations of services.

To that end, the new Package Travel Directive extends the definition of package beyond traditional pre-arranged packages. A package now also covers customised combinations of travel services (online and offline) that are put together at the request of or in accordance with the selection of the traveller. In addition, the Directive introduces the concept of linked travel arrangements which is a combination of travel services facilitated by a trader, such as an airline.

When the traveller books different travel services from different websites (different points of sale), but the bookings are related through links provided from website to website, this is considered a click-through booking. However, depending on the characteristics of such bookings, they can either lead to the creation of a package with full protection, a linked travel arrangement with limited protection or stand-alone services, not covered by the Directive.

The Commission was tasked to report shortly after the entry into application of the Package Travel Directive on the new provisions on click-through bookings, in particular whether an amendment of the definition of click-through packages would be appropriate.

### Main findings on 'click-through' bookings

By March 2019, all Member States have transposed the Package Travel Directive in their national legal order. Apart from late transposition, no

prima facie problems specifically related to the transposition of the provisions relevant for click-through bookings of packages or linked travel arrangements have been identified so far. In order to evaluate the use of click-through bookings, an expert group composed of 20 different organisations representing consumer associations, travel and tourism business associations, providers of insolvency protection and alternative dispute resolution (ADR) bodies was set up and met twice.

From the information gathered during this consultation process, it appears that:

- Click-through packages within the meaning of the specific definition in the Directive, which implies the transfer of personal data (name, e-mail and payment details of the traveller) and the provision of the specific standard information form are rarely offered, if at all, by those business operators who contributed to this consultation. However, nothing can be concluded on airlines practices so far.
- Further assessment of business practices, in particular of airlines and large travel booking platforms, in relation to click-through bookings are therefore necessary, before drawing conclusions regarding a possible adjustment of the definitions provided in the Directive.
- Stakeholders and authorities who contributed to the consultation raised the need to continue to work on effective and uniform application of the new rules of the Directive, including guidance to ensure unified implementation.
- In relation to linked travel arrangements, stakeholders pointed to, inter alia, the lack of clarity regarding the meaning of facilitation in a targeted manner and the criteria for determining whether or not a second trader has concluded a contract with a traveller within 24 hours after the first contract.
- The distinction between packages and linked travel arrangements seems to remain challenging for all travel operators, including hotels.
- Finally, consumers need to be better aware of the extended protection brought by the Package Travel Directive.

Follow-up

As follow-up to this report and in preparation of the general report on the application of the Package Travel Directive scheduled for 2021, the Commission will:

- further assess linked online booking processes that lead to a combination of travel services in order to obtain a clearer picture of the offer of 'click-through' packages and linked travel arrangements on the market;
- complete its assessment of national measures transposing the Directive;
- raise awareness of travellers about their rights under the Directive in the framework of a broad communication campaign targeted at consumers to start before the end of 2019;
- facilitate coordination and cooperation between the authorities in charge of enforcement of the Directive through the Consumer Protection Cooperation (CPC) network and between the central contact points of Member States to facilitate the administrative cooperation and supervision of organisers operating in different Member States.

## Package travel and linked travel arrangements

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This staff working document presents further background information for the Commission report on the provisions of the package travel and linked travel arrangements Directive applying to online bookings made at different points of sale ('click-through' bookings).

Member States had to transpose the Package Travel Directive by 1 January 2018. The Commission opened infringement procedures against 14 Member States for non-communication of national transposition measures. By March 2019, all Member States had notified the Commission of the complete transposition of the Directive. Some Member States adopted additional provisions or guidance documents aimed at clarifying certain concepts.

Most Member States reproduced in their national legislation the standard information forms set out in the annexes of the Directive which operators must use for the pre-contractual information of travellers in the case of package travel contracts and linked travel arrangements.

Apart from late transposition, no prima facie problems related to the transposition of the Directives provisions relevant for 'click-through' booking have been identified so far. The Commission has started a systematic assessment of the conformity of the national transposition measures with the Directive in April 2019. The results will be considered for the general report on the implementation of the Directive due by 2021.

### Challenges to click-through bookings

Certain challenges were highlighted in relation to click-through bookings. In order to address these challenges, the report noted that a large number of travel and tourism operators indicated that they have re-assessed existing partnerships with other traders or are in the process of doing so, in order to ensure that they exchange information with partners they can trust and who have the technological capacity.

In addition, alternative dispute resolution bodies reported about certain changes of business practices. Whilst disputes related to the new rules are still rare, alternative dispute resolution bodies and authorities pointed out that enforcement will be challenging. Some mentioned in particular that verification whether the two contracts are concluded within 24 hours would be almost impossible. Others consider that the distinction between click-through booking of a package or of a linked travel arrangement would be difficult for an authority to enforce. Some authorities consider the legislation too complicated for both traders and consumers.

There is therefore a strong call from stakeholders and authorities for guidance on the application of the current rules to bring more clarity, legal certainty and uniformity, which could be more helpful than legislative changes at this stage.