



23.06.2025

KB/DS/tdp

Final Compromise Amendments

on the Draft Report

on the proposal for a directive of the European Parliament and of the Council amending Directive (EU) 2015/2302 to make the protection of travellers more effective and to simplify and clarify certain aspects of the Directive

2023/0435(COD)

Rapporteur: Alex Agius Saliba

Text marking:

Normal font - current text of Directive 2015/2302

In Bold - COM proposal

In Bold/Italics - EP changes

CA 1

Compromise amendment covering the following amendments: 3, 74, 75, 82, 85, 86, 87, 88, 89, 90, 92, 93, 94, 95, 107, 109, 110, 112, 121, 122, 123 - the other relevant AMs fall (see voting list)

CHAPTER I

SUBJECT MATTER, SCOPE, DEFINITIONS AND LEVEL OF HARMONISATION

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 **and simplifying (3, 74, 75)** certain aspects of the laws, regulations and administrative provisions of the Member States in respect of contracts between travellers and traders relating to package travel and ~~linked travel arrangements~~, **as well as certain aspects of contracts between organisers of packages and travel service providers, and specific information requirements in some cases not leading to the creation of a package (74).**

Article 2

Scope

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

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

2. This Directive does not apply to:
 - (a) packages and ~~linked travel arrangements~~ covering a period of less than 24 hours unless overnight accommodation is included;
 - (b) packages offered, and ~~linked travel arrangements~~ facilitated, occasionally and on a not-for-profit basis and only to a limited group of travellers;

- (c) ~~packages and linked travel arrangements purchased on the basis of a general agreement~~ **(82)** 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 does 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

Definition

S

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

(1) 'travel service' means:

- (a) carriage of passengers;
- (b) accommodation which is not intrinsically part of carriage of passengers and is not for residential purposes;
- (c) any other tourist service not intrinsically part of a travel service within the meaning of points (a), (b) or (c);

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

(a) those services are combined by one trader, including at the request of or in accordance with the selection of the traveller, before a single contract on all services is concluded; or

(b) irrespective of whether separate contracts are concluded with individual travel service providers, **and:**

(i) **those services are** purchased from a single point of sale and **those services have been selected before the traveller agrees to pay (85)**

~~- have been selected before the traveller agrees to pay, (86) or~~

~~- other types of travel services are booked within 3 hours after the traveller agreed to pay for the first travel service (4, 87, 88, 89, 90, 92, 93, 94, 95) , or~~

~~- other types of travel services are booked within 24 hours after the traveller agreed to pay for the first travel service~~

and if, before the traveller agrees to pay for the a first travel service, the trader actively invites the traveller, to subsequently book select one or more additional types of travel services at the same point of sale within 24 hours of agreeing to pay for the first service, or

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

(iii) **are (107)** advertised or sold under the term ‘package’ or under a similar term, **or**

(iv) **are (109)** combined after the conclusion of a contract by which a trader entitles the traveller to choose among a selection of different types of travel services, or

(v) ~~are~~ purchased from separate traders through linked online booking processes where the traveller's name, payment details, and e-mail address ~~or the traveller's other personal data through which the traveller can be identified as a contracting party, (110)~~ are transmitted from the trader with whom the first contract is concluded to another trader or traders **and a contract or contracts is or are concluded at the latest 24 hours after the confirmation of the booking of the first travel service with the latter trader or traders is concluded** at the latest 24 hours ~~after the confirmation of the booking of the first travel service. (110, 112)~~

(vi) **or any other situation where the parties agree to consider the booked travel services as a package.**

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

(a) do not account for ~~a significant proportion~~ **at least 25%** of the value of the combination and are not advertised as and do not otherwise represent an essential feature of the combination; or

(b) are selected and purchased only after the performance of a travel service as referred to in point (a), (b) or (c) of point 1 has started;

(3) ‘package travel contract’ means a contract on the package as a whole or, if the package is provided under separate contracts, all contracts covering travel 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 travel arrangement’ means at least two different types of travel services purchased 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, if a trader facilitates:~~

- ~~(c) on the occasion of a single visit or contact with his 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 trader where a contract with such other trader is concluded at the latest 24 hours after the confirmation of the booking of the first travel service.~~

~~Where not more than one type of travel service as referred to in point (a), (b) or (c) of point 1 and one or more tourist services as referred to in point (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 trip or holiday.~~

(5) ~~'linked travel arrangement' means a combination of different types of travel services, not falling under the definition of a package in point 2, where, a trader which is party to a contract on the provision of a travel service and receives payments by or on behalf of a traveller invites a traveller to book additional type of travel service from another trader for the purpose of same trip or holiday and where a contract on the provision of an additional travel service is concluded at the latest 24 hours after the confirmation of the booking of the first contract before the start of the travel (121)~~

- (6) 'traveller' means any person who is seeking to conclude a contract, 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, 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 point 2;
- (9) 'retailer' means a trader other than the organiser who sells or offers for sale packages combined by an organiser;

- (10) 'establishment' means establishment as defined in point 5 of Article 4 of Directive 2006/123/EC;
- (11) '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;
- (12) 'unavoidable and extraordinary circumstances' means a situation beyond the control of the party who invokes such a situation and the consequences of which could not have been avoided even if all reasonable measures had been taken ***including, but not limited to: warfare-war or conflict, other serious security problems such as terrorism, significant risks to human health such as the outbreak of a serious disease at the travel destination, or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the destination as agreed in the package travel contract (122, 123);***
- (13) 'lack of conformity' means a failure to perform or improper performance of the travel services included in a package;
- (14) 'minor' means a person below the age of 18 years;
- (15) '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 travellers as a single facility, including a telephone service;
- (16) 'repatriation' means the traveller's return to the place of departure or to another place the contracting parties agree upon.

Article 4

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 traveller protection.

CA 2

Compromise amendment covering the following amendments: 7, 125, 126, 127, 130, 131, 132, 133, 136, 145, 151, 153, 154 - the other relevant AMs fall (see voting list)

CHAPTER II

INFORMATION OBLIGATIONS AND CONTENT OF THE PACKAGE TRAVEL CONTRACT

Article 5

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 standard information by means of the relevant form as set out in Part A or Part B of Annex I, and, where applicable to the package, with the following information:

- (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 organiser and, where applicable, the retailer 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 country of destination;
 - (iv) the meal plan;
 - (v) visits, excursion(s) or other services included in the total price agreed for the package;
 - (vi) where it 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 so, where possible, the approximate size of the group;

- (vii) 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
- (viii) whether the trip or holiday is generally suitable for persons with **disability and (125)** reduced mobility and, upon the traveller's request, precise information on **the accessibility (125)** the suitability of the trip or holiday taking into account the traveller's needs;
- (b) the trading name and geographical address of the organiser and, where applicable, of the retailer, as well as their **free of charge** telephone number and, where applicable, **functional (126, 127)** 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;~~
- (d) the arrangements for payment, including via points or other reward currencies (130) and any amount or percentage of the price which is to be paid as a down payment and the timing for payment of the balance, in accordance with Article 5a, 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 12(3), before the start of the package for the possible termination of the contract if that number is not reached;
- (f) **exhaustive (131, 132)** general information on passport and visa requirements, including approximate periods for obtaining visas and information on health formalities, of the country of destination **and transit as well as changes occurring between the conclusion of the contract and its execution;(131, 132)**
- ~~(g) information that the traveller may terminate the contract at any time before the start of the package in return for payment of an appropriate termination fee, or, where applicable, the standardised termination fees requested by the organiser, in accordance with Article 12(1);~~
- (g) 'information that the traveller may terminate the contract at any time before the start of the package in return for payment of an appropriate and justifiable termination fee, or, where applicable, the standardised termination fees requested by the organiser, in accordance with Article 12(1), and that the traveller**

may terminate the package travel contract without paying any termination fee due to unavoidable and extraordinary circumstances as specified under Article 12(2);’.

- (h) 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.

(ha) information that the traveller is buying a package and an explanation of the protection given to travellers after the conclusion of the contract as provided for in this Directive (133)

For package travel contracts concluded by telephone, the organiser and, where applicable, the retailer shall provide the traveller with the standard information set out in Part B of Annex I, and the information set out in points (a) to (h) of the first subparagraph.

2. With reference to packages as defined in point (b)(v) of point 2 of Article 3 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 set out in points (a) to (h) of the first subparagraph of paragraph 1 of this Article in so far as it is relevant for the respective travel services they offer. The organiser shall also provide, at the same time, the standard information by means of the form set out in Part C of Annex I.

3. The information referred to in paragraphs 1 and 2 shall be provided in a clear, comprehensible and prominent manner **and in accessible formats in accordance with the accessibility requirements set out in Annex I of Directive 2019/882 (136)**. Where such information is provided in writing, it shall be legible.

Article 5a

Payments

~~Member States shall ensure that, except for packages as defined in Article 3, point (2)(b)(iv), and packages booked less than 28 days before the start of the package, the organiser or, where applicable, the retailer shall not request downpayments exceeding 25% of the total price of the package and shall not request the remaining payment earlier than 28 days before the start of the package may, in accordance with national provisions, introduce limitations to pre-payments (145). The organiser, or where applicable, the retailer may request higher downpayments where this is necessary to ensure the organisation and the performance of the package. The downpayments may cover advance payments to providers of services included in the package and costs incurred by the organiser, or where applicable the retailer, specifically in relation to the organisation and performance of the package insofar as it is necessary to cover those costs at the time of booking.~~

Article 6

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 (g) of the first subparagraph of Article 5(1) shall form an integral part of the package travel contract and shall not be altered unless the contracting parties expressly agree otherwise. The organiser and, where applicable, the retailer shall communicate all changes to the pre-contractual information to the traveller in a clear, comprehensible and prominent manner before the conclusion of the package travel contract.
2. If the organiser and, where applicable, the retailer has not complied with the information requirements on additional fees, charges or other costs as referred to in point (c) of the first subparagraph of Article 5(1) before the conclusion of the package travel contract, the traveller shall not bear those fees, charges or other costs.

Article 7

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 accessible formats in accordance with the accessibility requirements set out in Annex I of Directive (EU) 2019/882 (151)***, in plain and intelligible language and, in so far as they are in writing, legible. At the conclusion of the package travel 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 package travel contract has been concluded in the simultaneous physical presence of the parties.

With respect to off-premises contracts as defined in point 8 of Article 2 of Directive 2011/83/EU, a copy or confirmation of the package travel contract shall be provided to the traveller on paper or, if the traveller agrees, on another durable medium.

2. The package travel contract or 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 (h) of the first subparagraph of Article 5(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 in accordance with Article 13; and~~
 - ~~(ii) obliged to provide assistance if the traveller is in difficulty in accordance with Article 16;~~

'(b) information:

(i) that the organiser is responsible for the proper performance of all travel services included in the contract in accordance with Article 13, for any refunds due to the termination of or changes to a contract, and for providing assistance if the traveller is in difficulty in accordance with Article 16;

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

- (c) the name of the entity in charge of the insolvency protection and its contact details, including its geographical address, and, where applicable, the name of the competent authority designated by the Member State concerned for that purpose and its contact details;
- (d) the name, address, telephone number, e-mail address and, where applicable, the fax number of the organiser's local representative, of a contact point or of another service which enables the traveller to contact the organiser quickly and communicate with him efficiently, to request assistance when the traveller is in difficulty or to complain about any lack of conformity perceived during the performance of the package;
- (e) 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 13(2);
- (f) where minors, unaccompanied by a parent or another authorised person, travel on the basis of a package travel contract which includes accommodation, information enabling direct contact with the minor or the person responsible for the minor 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 ⁽¹⁾, 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 ⁽²⁾;
- (h) information on the traveller's right to transfer the contract to another traveller in accordance with Article 9.

2a. The relevant information form set out in Annex I shall be attached to the contract or made available electronically at the

time of concluding (7, 153, 154) the contract. The contract shall contain a clear reference to that information form.

3. With reference to packages as defined in point (b)(v) of point 2 of Article 3, 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. The trader shall provide the organiser with the information necessary to comply with his obligations as an organiser.

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

4. The information referred to in paragraphs 2 and 3 shall be provided in a clear, comprehensible and prominent manner.

5. In good time before the start of the package, the organiser shall provide the traveller with the necessary receipts, vouchers and 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 8

Burden of proof

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

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

(2) Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR) (OJ L 165, 18.6.2013, p. 1).

CA 3

Compromise amendment covering the following amendments: 9, 11, 12, TRAN 25, TRAN 29, 156, 159, 167, 172, 175, 184, 185, 187, 188, 189, 191, 192, 193, 198, 200, 201, 202, 203, 205, 206, 209, 213, 214, 215, 216, 217, 219, 221, 222, 223, 224, 225 - the other relevant AMs fall (see voting list)

CHAPTER III

CHANGES TO THE PACKAGE TRAVEL CONTRACT BEFORE THE START OF THE PACKAGE

Article 9

Transfer of the package travel 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 package travel contract to a person who satisfies all the conditions applicable to that contract. Notice given at the latest seven days before the start of the package shall in any event be deemed to be reasonable.
2. The transferor of the package travel 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 package travel contract.
3. The organiser shall provide the transferor with proof of the additional fees, charges or other costs arising from the transfer of the package travel contract.

Article 10

Alteration of the price

1. Member States shall ensure that after the conclusion of the package travel contract, prices may be increased only if the contract expressly reserves that possibility and states that the traveller is entitled to price reduction under paragraph 4. In that event the package travel 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 the carriage of passengers resulting from the cost of fuel or other power sources;
 - (b) the level of taxes or fees on the travel services included in the contract 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 of this Article exceeds 8 % of the total price of the package, Article 11(2) to (5) 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 for that increase and a calculation, on a durable medium at the latest 20 days before the start of the package.

4. If the package travel contract stipulates the possibility of price increases, the traveller shall have the right to a price reduction corresponding to any decrease in the costs referred to in points (a), (b) and (c) of paragraph 1 that occurs after the conclusion of the contract before the start of the package.

5. In the event 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 provide proof of those administrative expenses.

Article 11

Alteration of other package travel contract terms

1. Member States shall ensure that, before the start of the package, the organiser may not unilaterally change package travel contract terms other than the price in accordance with Article 10, 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 the first subparagraph of Article 5(1) or cannot fulfil the special requirements as referred to in point (a) of Article 7(2), or proposes to increase the price of the package by more than 8 % in accordance with Article 10(2), **it shall inform immediately the traveller who the traveller may within a reasonable period specified by the organiser:**

(a) accept the proposed change; or

(b) terminate the 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.

3. 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 4, their impact on the price of the package;
- (b) a reasonable period within which the traveller has to inform the organiser of his decision pursuant to paragraph 2;
- (c) the consequences of the traveller's failure to respond within the period referred to point (b), in accordance with applicable national law; and
- (d) where applicable, the offered substitute package and its price.

4. Where the changes to the package travel contract referred to in the first subparagraph of paragraph 2 or the substitute package referred to in the second subparagraph of paragraph 2 result in a package of lower quality or cost, the traveller shall be entitled to an appropriate price reduction.

5. If the package travel contract is terminated pursuant to point (b) of the first subparagraph of paragraph 2 of this Article, 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. Article 14(2), (3), (4), (5) and (6) shall apply *mutatis mutandis*.

Article 12

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

1. Member States shall ensure that the traveller may terminate the package travel contract at any time before the start of the package. Where the traveller terminates the package travel contract under this paragraph, the traveller may be required to pay an appropriate and justifiable termination fee to the organiser **a standardised termination fee as laid down in the contract (TRAN 25, 156)**. The package travel contract may specify reasonable standardised termination fees based on the time of the termination of the contract 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 services. At the traveller's request the organiser shall provide a justification for the amount of the termination fees.

The organiser shall clearly state either the specific amount of the standardised termination fee or the calculation method in the pre-contractual information provided to the traveller. The standardised termination fee shall be appropriate and justifiable, taking into account for example the timing of the termination before the start of the package, the expected cost savings, and the potential income from the alternative deployment of travel services. (TRAN 25, 156)

2. Notwithstanding paragraph 1, the traveller shall have the right to terminate the package travel contract before the start of the package without paying any termination fee where it can be reasonably expected that the package travel contract will be significantly and objectively affected by in the event of unavoidable and extraordinary circumstances. (159) This includes circumstances occurring at the travel destination or its immediate vicinity, at the place of the traveller's residence or departure or affecting the journey of the traveller (9) to or from the destination, where such circumstances significantly affect the performance of the package. The traveller may terminate the contract where it can be reasonably expected that the performance of the package travel contract will be significantly affected by unavoidable and extraordinary circumstances. If the package travel contract is terminated in accordance with this paragraph, the traveller shall be entitled to a full refund of any payments made for the package but shall not be entitled to additional compensation.

2. The organiser may terminate the package travel contract and provide the traveller with a full refund of any payments made for the package, ***or in a non-binding manner offer substantially the same package through alternative carriers and transport modes, or an alternative travel service to replace the original package, or components of that package (167)*** 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 of the contract 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 trips lasting less than two days; or
- (b) the organiser is prevented from performing the contract because of unavoidable and extraordinary circumstances and notifies the traveller of the termination of the contract without undue delay before the start of the package.

3a. Official warnings against travel to a particular destination issued by the authorities of the Member State of departure or traveller's residence or the country of destination, or the fact that travellers will be subject to serious restrictions at the travel destination or in the Member State of residence or departure after returning from the trip or holiday, shall be important elements to be taken into account in the assessment of whether a termination of the contract based on paragraph 2 and paragraph 3, point (b), is justified. *This applies in particular where official warnings has been issued at most 28 days before the scheduled start of the package but is without prejudice to a case-by-case assessment. Where passengers have been duly informed about the official warnings and travel restrictions by the organiser, and nonetheless proceeded with a booking, the passenger should assume the financial risk in the event that he or she cancels the travel. (TRAN 29, 172)*

~~4. The organiser shall provide any refunds required under paragraphs 2 and 3 or, with respect to paragraph 1, reimburse any payments made by or on behalf of the traveller for the package minus the appropriate termination fee. Such refunds or reimbursements shall be made to the traveller without undue delay and in any event not later than 14 days after the package travel contract is terminated.~~

4. The organiser shall provide any refunds required under paragraphs 2 and 3 or, with respect to paragraph 1, reimburse any payments made by or on behalf of the traveller for the package minus the appropriate and justifiable termination fee. The organiser shall make such refunds or reimbursements to the traveller without undue delay and, in any event, not later than 14 days after the package travel contract is terminated, regardless of whether the traveller specifically asks for a refund. *Where the traveller's payment details are no longer valid, the traveller shall provide the organiser with the correct payment details. The organiser shall make a refund or reimbursement no later than 14 days after the traveller has submitted the new payment details. (175)*

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

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 package travel contract within a period of 14 days without giving any reason.

Article 12a

Vouchers

1. Member States shall ensure that, where a contract is terminated pursuant to Articles 10, 11 or 12, the organiser may give the traveller the choice to accept a voucher which can be used for a future package instead of a refund. *The organiser may offer a voucher of a higher value than the traveller's refund right. (184)*

1a. The traveller's consent shall not be considered given by default and before issuing the traveller with a voucher. The organiser shall always seek the express consent of the traveller to a voucher. (185)

2. Before the traveller accepts the voucher, the organiser shall inform the traveller clearly and prominently in writing about:

(a) the fact that the traveller is entitled to a refund within 14 days and is not obliged to accept a voucher,

(aa) the value of the voucher; (187, 191)

(ab) the fact that the voucher may be used in full or in part and that it may be used for any travel services proposed by the travel organiser; (188)

(ac) the fact that the voucher may be transferred once and without any fee; (189, 192)

(b) the validity period of the voucher and the rights of travellers in relation to vouchers as laid down in this Article *and the fact that these will not change during the validity period of the voucher, (191, 193)*

2a. The information referred to in paragraph 2 of this Article shall be shared proactively, automatically, and in a personalized manner to travellers through digital communication channels by the organizer. (198)

3. The value of the voucher offered shall correspond at least to the amount of the traveller's refund right. The organiser may offer a voucher ~~on~~ of a higher amount. *total value. (200)*

3a. For travellers who opt for a voucher, the organizer shall offer an alternative that, at a minimum, meets their convenience in choosing travel services. Furthermore, these travellers shall be given priority in their choice of travel services. (201)

4. Travellers shall lose their right to a refund during the validity period of the voucher ~~only if they accept~~ *after accepting (203)* the voucher ~~on a durable medium instead of a refund explicitly and in writing. (203)~~ The parties may at any time agree on a full or partial (203) refund before a voucher is redeemed or expires.

5. Vouchers shall have a validity period of a maximum of 12 months from the day a traveller accepts a voucher in accordance with paragraph 4. That period may be extended once for up to 12 months with the explicit and written agreement of both parties. *Travellers shall have the right to request a refund after the end of the validity period. (205)*

6. Vouchers shall be usable for all travel services proposed by the organiser and travellers may use vouchers for one or more services offered by tour organisers and in parts on different occasions (11, 202, 213, 221, 222, 223, 225). If the voucher is not redeemed within its validity period, the organiser shall refund the amount corresponding to the traveller's refund rights specified in the voucher (209) as soon as possible and at the latest within 14 days after the end of the validity period without the need of any prior request by the traveller. If the voucher is partially redeemed, the organiser shall refund the remaining amount of the voucher as soon as possible and at the latest within 14 days after the partial redemption of the voucher, without the need of any prior request by the traveller. (206, 219, 224, 225)

7. Vouchers shall be transferable to another traveller only once (12, 213, 214, 215, 216, 217) without any additional cost. The traveller shall inform the organiser in writing of the transfer of the voucher and provide the organiser with the transferee's personal data necessary to redeem the voucher or to receive a refund at the end of its validity period. The voucher shall be marked as transferred for ease of traceability. (12, 213, 214, 215, 216)

8. Vouchers shall be covered by insolvency protection to be arranged by the organiser under Article 17 for the amount of the payments received from the traveller.

CA 4

Compromise amendment covering the following amendments: 13, 14, 15, 16, 227, 228, 230, 231, 232, 233, 235, 236, 237 - the other relevant AMs fall (see voting list)

CHAPTER IV

PERFORMANCE OF THE PACKAGE

Article 13

Responsibility 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 package travel contract, irrespective of whether those services are to be performed by the organiser or by other travel service providers.

Member States may maintain or introduce in their national law provisions under which the retailer is also responsible for the performance of the package. In that case the provisions of Article 7 and Chapter III, this Chapter and Chapter V which are applicable to the organiser shall also apply *mutatis mutandis* to the retailer.

2. 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 package travel contract.

3. 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:

(a) is impossible; or

(b) entails 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 of this paragraph, does not remedy the lack of conformity, Article 14 shall apply.

4. Without prejudice to the exceptions laid down in paragraph 3, if the organiser does not remedy the lack of conformity within a reasonable period 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.

5. 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.

Where the proposed alternative arrangements result in a package of lower quality than that specified in the package travel 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 package travel contract or the price reduction granted is inadequate.

6. Where a lack of conformity substantially affects the performance of the package and the organiser has failed to remedy it within a reasonable period set by the traveller, the traveller may terminate the package travel contract without paying a termination fee and, where appropriate, request, in accordance with Article 14, price reduction and/or compensation for damages.

If it is impossible to make alternative arrangements or the traveller rejects the proposed alternative arrangements in accordance with the third subparagraph of paragraph 5 of this Article, the traveller is, where appropriate, entitled to price reduction and/or compensation for damages

in accordance with Article 14 without terminating the package travel contract.

If the package includes the carriage of passengers, the organiser shall, in the cases referred to in the first and second subparagraphs, also provide repatriation of the traveller with equivalent transport without undue delay and at no extra cost to the traveller.

7. 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. 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.

8. The limitation of costs referred to in paragraph 7 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 under paragraph 7 of this Article if the relevant transport provider may not rely on such circumstances under applicable Union legislation.

Article 14

Price reduction and compensation for damages

1. Member States shall ensure that the traveller is entitled to an appropriate price reduction for any period during which there was lack of conformity, 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 travel services included in the package travel contract 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 travel 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 package travel 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 of the European Parliament and of the Council ⁽¹⁾, Regulation (EU) No 1177/2010 and Regulation (EU) No 181/2011, and under international conventions. Travellers shall be entitled to present claims under this Directive and under those Regulations and international conventions. Compensation or price reduction granted under this Directive and the compensation or price reduction granted under those Regulations and international conventions shall be deducted from each other in order to avoid overcompensation.
6. The limitation period for introducing claims under this Article shall not be less than two years.

Article 15

Possibility to contact the organiser via the retailer

Without prejudice to the second subparagraph of Article 13(1), 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 limitation periods, receipt of the messages, requests or complaints referred to in the first subparagraph by the retailer shall be considered as receipt by the organiser.

Article 16

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 13(7), 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 difficulty is caused intentionally by the traveller or through the traveller's negligence. That fee shall not in any event exceed the actual costs incurred by the organiser.

(¹) Regulation (EC) No 392/2009 of the European Parliament and of the Council of 23 April 2009 on the liability of carriers of passengers by sea in the event of accidents (OJ L 131, 28.5.2009, p. 24).

CHAPTER V

INSOLVENCY PROTECTION

Article 17

Effectiveness and scope of insolvency protection

1. ~~Member States shall ensure that organisers established in their territory provide security for the refund of all payments made by or on behalf of travellers insofar as the relevant services are not performed as a consequence of the organiser's insolvency. If the carriage of passengers is included in the package travel contract, organisers shall also provide security for the travellers' repatriation. Continuation of the package may be offered.~~

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

2. ~~The security referred to in paragraph 1 shall be effective and shall cover reasonably foreseeable costs. It shall cover the amounts of payments made by or on behalf of travellers in respect of packages, taking into account the length of the period between 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.~~

~~3. An organiser's insolvency protection shall benefit travellers regardless of their place of residence, the place of departure or where the package is sold and irrespective of the Member State where the entity in charge of the insolvency protection is located.~~

~~4. 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.~~

~~5. For travel services that have not been performed, refunds shall be provided without undue delay after the traveller's request.~~

Article 17

Effectiveness and scope of insolvency protection

1. Member States shall ensure that organisers established in their territory provide security for the refund of all payments made by or on behalf of travellers in the event of organisers' insolvency. This shall include the protection of payments made where a package is not performed in full or in part as a consequence of the organiser's insolvency or where a traveller was entitled to a refund or had received a voucher from the organiser before its insolvency. In relation to vouchers, the security shall be limited to the ~~amount of payments received from the traveller~~ *traveller's refund rights* (227). If the return journey is included in the package travel contract, organisers shall also provide security for the traveller's repatriation. Continuation of the package may be offered.

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

1a. Member States shall ensure that, in case of an organiser's insolvency, travellers are informed without undue delay and through appropriate communication channels at least about:

(a) the fact of the organiser's insolvency

(b) the name and contact details of the entity providing insolvency protection and

(c) their rights in relation to packages that have already started or that can still be performed. (228, 235)

2. The security referred to in paragraph 1 shall be effective and shall cover reasonably foreseeable costs. It shall cover the amounts of payments made by or on behalf of travellers in respect of packages, taking into account the length of the period between the receipt of any payments and the completion of the packages, as well as the estimated cost for repatriations in the event of the organiser's insolvency. The security shall be sufficient to cover costs for refunds and, where applicable, repatriations and vouchers, at all times. The coverage shall take into account periods

where organisers hold the highest amounts of payments and any changes in the volume of sales of packages. (13)

3. To ensure the effectiveness of insolvency protection, Member States shall supervise the insolvency protection arrangements of organisers established on their territory, monitor the market for the provision of insolvency protection, and may, if necessary, require a second level of protection (14, 230). Any co-financing by Member States is possible only in exceptional and duly justified circumstances and shall be conditional on approval under the Union State aid provisions.

4. An organiser's insolvency protection shall benefit travellers regardless of their place of residence, the place of departure or where the package is sold and irrespective of the Member State where the entity in charge of the insolvency protection is located.

5. When the performance of the package is affected by the organiser's insolvency, the security shall be available free of charge to ensure repatriations and, if necessary, the financing of accommodation prior to the repatriation.

6. Refunds of payments affected by the organiser's insolvency shall be provided without undue delay after the traveller's request and at the latest within three six months after the traveller has submitted the documents necessary to examine the request. *To activate the protection, travellers shall provide the package travel contract as well as proof of payment made to the organiser or, where applicable, retailers. This shall be sufficient for the traveller to request a refund. (15, 231, 232, 233)*

7. Where this is justified in light of payments received by retailers, Member States may require retailers to take out insolvency protection in addition to organisers irrespective of the second subparagraph of Article 13(1).'

Article 18

Mutual recognition of insolvency protection and administrative cooperation

1. Member States shall recognise as meeting the requirements of their national measures transposing Article 17 any insolvency protection an organiser provides under such measures of the Member State of his establishment.

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 those contact points to all other Member States and the Commission.

2. Member States shall designate central contact points to facilitate the administrative cooperation and supervision of organisers operating in different Member States and to exchange information in relation to insolvency protection and any mechanisms put in place to ensure the effectiveness of refunds for terminated package travel contracts. Member States shall notify the contact details of those contact points to all other Member States and the Commission. *Each Member State shall create an inventory listing all traders that sell packages in their territory and the respective identity of the entity in charge of the insolvency protection. These inventories shall be public and accessible and shall facilitate the cooperation between contact points designated by the Member States. The Commission shall centralise and maintain an up-to-date information related to insolvency protection, including a list of all the inventories and make it publicly available on its website. (16, 236, 237)*

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

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

CHAPTER VI

LINKED TRAVEL ARRANGEMENTS

Article 19

~~Insolvency protection and information requirements for linked travel arrangements~~

~~1. Member States shall ensure that traders facilitating linked travel arrangements 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. The second subparagraph of Article 17(1), Article 17(2) to (5) and Article 18 shall apply *mutatis mutandis*.~~

2. ~~Before the traveller is bound by any contract leading to the creation of a linked travel arrangement or any corresponding offer, the trader facilitating linked travel arrangements, 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, comprehensible and prominent manner that the traveller:~~

- ~~(a) will not benefit from any of the rights applying exclusively to packages under this Directive and that each service provider will be solely responsible for the proper contractual performance of his service; and~~
- ~~(b) will benefit from insolvency protection in accordance with paragraph 1.~~

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

3. ~~Where the trader facilitating linked travel arrangements has not complied with the requirements set out in paragraphs 1 and 2 of this Article, the rights and obligations laid down in Articles 9 and 12 and Chapter IV shall apply in relation to the travel services included in the linked travel arrangement.~~

4. ~~Where a linked travel arrangement is 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.~~

Article 19

Insolvency protection and information requirements for linked travel arrangements

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

2. When inviting the traveller to conclude a contract on a different type of travel service, the trader, including where it is not established in a Member State but, by any means, directs such activities to a Member State, shall provide the traveller with the relevant standard information form set out in Annex II, completed as appropriate. The form shall be provided in a clear and prominent manner.

3. Where traders do not comply with the requirements set out in paragraphs 1 and 2 of this Article, the rights and obligations laid

~~down in Articles 9 and 12 and Chapter IV shall apply in relation to the travel services included in the linked travel arrangement.~~

~~4. Where a linked travel arrangement is formed, the trader which concludes a contract on a different type of travel service shall inform the trader which invited the traveller to conclude such contract on this fact.~~

CA 5

Compromise amendment covering the following amendments: 17, 19, 243
- the other relevant AMs fall (see voting list)

CHAPTER VII

GENERAL PROVISIONS

Article 20

Specific obligations of the retailer where the organiser is established outside the European Economic Area

Without prejudice to the second subparagraph of Article 13(1), where the organiser is established outside the European Economic Area, 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 those Chapters.

Article 21

Liability for booking errors

Member States shall ensure that a trader is liable for any errors due to technical defects in the booking system which are attributable to him and, where the trader has agreed to arrange the booking of a package ~~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 22

Right of redress

~~In cases where an organiser or, in accordance with the second subparagraph of Article 13(1) or Article 20, a retailer pays compensation, grants price reduction or meets the other obligations incumbent on him under this Directive, Member States shall ensure that the organiser or retailer has the right to seek redress from any third parties which contributed to the event triggering compensation, price reduction or other obligations.~~

Article 22

Right of redress and refund rights of organisers

(1) In cases where an organiser or, in accordance with the second subparagraph of Article 13(1) or Article 20, a retailer pays compensation, grants price reduction or meets the other obligations incumbent on him under this Directive, Member States shall ensure that the organiser or retailer has the right to seek redress from any third parties which contributed to the event triggering compensation, price reduction or other obligations.

(2) Member States shall ensure that, when a service provider cancels a service that is part of a package or fails to provide it, that service provider shall refund to the organiser any payments made by the organiser for the service within 7 days. The 7- day period shall start on the day following the cancellation of the service or the day when the service was due to be performed, whichever is the earlier date.

Article 23

Imperative nature of the Directive

- ~~1. A declaration by an organiser of a package or a trader facilitating a linked travel arrangement that he 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 does not constitute a package or a linked travel arrangement, shall not absolve that organiser or trader 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 24

Enforcement

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

2. Without prejudice to Article 13, 15, 16 and 7(2), each organiser and retailer shall set up a complaint-handling mechanism for the rights and obligations covered by this Directive. They shall make their contact details and working language, or languages, known to travellers and available to consumers at the same time of the documents to be supplied before the start of the package in accordance with Article 7(g).

3. When passengers submit a complaint using the mechanism referred to in paragraph 2, the organiser or retailer shall confirm the receipt with a copy of the exchanges, within 7 working days of receiving submission of the complaint. The organiser or the retailer shall give a reasoned reply to the traveller within 30 working days. Organisers and retailers shall keep the data necessary to assess the complaint for the duration of the entire complaint-handling procedure and shall make that data available to national enforcement bodies upon request.

4. Details of the complaint-handling procedure shall be made available on the website of the organisers and retailers offering services covered by this Directive. (17, 243)

5. The submission of complaints by passengers using the mechanism referred to in paragraph 1 shall be without prejudice to their rights to submit disputes for out-of-court resolution in accordance with Article 26a, or to seek redress through court proceedings, subject to periods of limitation in accordance with national law.

Article 25

Penalties

1. Member States shall lay down the rules on penalties applicable to 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. **The maximum amount of the fines shall be at least 4% of the trader's annual turnover in the Member State or Member States concerned. Member States shall notify the Commission of those rules and measures and shall notify it without delay of any subsequent amendment affecting them.**

[Article 26 PTD] Article 2 of the COM proposal

Reporting by the Commission and review

~~By 1 January 2019, the Commission shall submit a report to the European Parliament and to 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 the definition of package set out in point (b)(v) of point 2 of Article 3 and whether an adjustment or broadening of that definition is appropriate.~~

~~By 1 January 2021, the Commission shall submit a general report on the application of this Directive to the European Parliament and to the Council.~~

~~The reports referred to in the first and the second paragraphs shall be accompanied, where necessary, by legislative proposals.~~

By [5 years after the entry into force of this Directive], the Commission shall submit to the European Parliament and to the Council a report on the application of this Directive. This report will also take into account the impact on micro, small and medium-sized organisers. The report shall be accompanied, where necessary, by legislative proposals.

Article 26a

Alternative Dispute Resolution Mechanism

Organisers, retailers, intermediaries and other actors falling within the scope of this Directive may participate in to alternative dispute resolution procedures. (19, 243)

Article 27

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

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

‘5. Directive (EU) 2015/2302 of the European Parliament and of the Council (*)

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

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) 2015/2302 of the European Parliament and of the Council (**).

Article 6(7), Article 8(2) and (6) and Articles 19, 21 and 22 of this Directive shall apply *mutatis mutandis* to packages as defined in point 2 of Article 3 of Directive (EU) 2015/2302 in relation to travellers as defined in point 6 of Article 3 of that Directive.

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

CHAPTER VIII

FINAL PROVISIONS

[Article 28 PTD] Article 3 of the COM proposal

Transposition

1. ~~Member States shall adopt and publish, by 1 January 2018, 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 measures from 1 July 2018.~~
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.~~

1. Member States shall adopt and publish, by [18 24 months after the entry into force of the Directive] at the latest, the laws, regulations and administrative provisions necessary to comply with this Directive. They shall forthwith communicate to the Commission the text of those provisions. They shall apply those provisions from [6 months after the transposition deadline]. When Member States adopt those provisions, they shall contain a reference to this Directive or be accompanied by such a reference on the occasion of their official publication. Member States shall determine how such reference is to be made.

2. Member States shall communicate to the Commission the text of the main provisions of national law which they adopt in the field covered by this Directive.

Repeal

Directive 90/314/EEC is repealed with effect from 1 July 2018.

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 III.

Article 30

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 31

Addressee

S

This Directive is addressed to the Member States.

Done at Strasbourg, 25 November 2015.

Annex II of the PTD and of the COM proposal is deleted

ANNEX II

Part A

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

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

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

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

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

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

Following the hyperlink the traveller will receive the following information:

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

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

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

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

Part B

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

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

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

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

In order to benefit from this protection, you are advised to record the invitation to book additional travel service and the additional booking, for instance through screenshots, and to inform XY about the additional travel

~~services you booked within 24 hours for your trip or holiday at this email address or on this website: ... [to be filled in by the trader].~~

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

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

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

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

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

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

CA 6

Compromise amendment covering the following amendments: 1, 20, 21, 22, 25, 27, 28, 29, 34, 35, 36, 37, 38, 40, 41, 42, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 55, 56, 63, 65, 68, 69, 70, 73, - the other relevant AMs fall (see voting list)

Whereas:

- (1) Directive (EU) 2015/2302 of the European Parliament and of the Council¹ modernised the legal framework for package travel in light of developments in the market and technology. That Directive aimed to cover new ways of booking travel services that had emerged, including customised combinations of travel services, which were not covered by Council Directive 90/314/EEC² or which were in a legal grey area, and strengthened the rights of travellers in different respects. At the same time, it aimed to ensure fairer competition between the different types of travel businesses active in the package travel market.
- (2) In order to pursue those objectives, Directive (EU) 2015/2302 broadened the definition of the term 'package' compared to Directive 90/314/EEC. Directive (EU) 2015/2302 further specified existing rights of travellers and introduced new ones, such as the right for travellers to terminate a package travel contract without termination fees,

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

² 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](#)).

under certain conditions, in the event of unavoidable and extraordinary circumstances. In addition, Directive (EU) 2015/2302 created the new concept of 'linked travel arrangement', which encompassed bookings carried out at one point of sale and bookings at different points of sale which a trader 'facilitates in a targeted manner'. Linked travel arrangements are largely treated like stand-alone services, but payments received by a trader facilitating a linked travel arrangement are to be protected against such trader's insolvency. Directive (EU) 2015/2302 aimed to ensure transparency by obliging traders to inform travellers on the nature of travel product offered to them and on the associated rights through standard information forms contained in Annexes I and II to that Directive. **(20, 21)**

- (3) While, overall, Directive (EU) 2015/2302 has worked well, several challenges have emerged since the start of its application on 1 July 2018. The COVID-19 pandemic and related government measures had a significant impact on both the travel industry and travellers and exposed certain weaknesses in prevailing business models and showed that specific provisions of the Directive could be clarified. **Moreover, despite the efforts of Directive (EU) 2015/2302 to ensure transparency and provide clear information to travellers, a lack of uniformity in communicating their rights persists. (22)**
- (4) Therefore, it is necessary to close the gaps identified in the current rules, as well as to clarify and simplify certain concepts and provisions, thus enhancing the effectiveness of Directive (EU) 2015/2302 for the benefit of travellers and travel businesses, amongst which there is a large number of micro, small and medium-sized enterprises.
- (5) While, overall, the definition of 'package' is considered to have been effective, the definition of and the rules on linked travel arrangements, as well as their delimitation from packages **have created more complexity and legal uncertainty, and they are rarely being used in practice. For this purpose, the provisions defining a 'package' should be clarified and simplified while the provisions on linked travel arrangements should be deleted from Directive (EU) 2015/2302 (25).** Such clarification and simplification of the definitions and concepts 'package' and **while deleting (25)** 'linked travel arrangement' should increase legal certainty for all parties, while making the protection of travellers more effective, and ensuring a level playing field for traders. At the same time, the number of information forms to be used by traders when informing travellers on their rights should be reduced.
- (5a) In the context of online bookings, the term 'invites' should be understood as any action by the trader that actively encourages or prompts the traveller to enter into an additional contract for a different type of travel service. Such actions may include, but are not limited to, presenting the traveller with targeted offers during the booking process, or providing hyperlinks or prompts to book further services.**

- (6) The principle underlying the definition of 'package' should remain that there is a close link between different travel services booked for the purpose of the same trip or holiday. ~~In order to ensure that there is no overlap between the definition of 'package' and 'linked travel arrangement' and to eliminate the difficulties in distinguishing between packages and linked travel arrangements,~~ **(27, 28)** Bookings of different types of travel services for the same trip or holiday at one point of sale where the travel services have been selected before the traveller concludes a first contract should be considered as packages in the same way as travel services booked at one point of sale within a short period of time. In both cases, there is a close link between the bookings of travel services. Therefore, the definition of 'package', should cover both situations, ~~while bookings made on the occasion of a single visit or contact with one point of sale should be removed from the definition of linked travel arrangement.~~ **(27, 28)**
- (7) In the context of bookings made within a short period of time at one point of sale, it is appropriate to replace the rather vague criterion of 'a single visit or contact'. Therefore, bookings of different types of travel services for the same trip or holiday ~~made within three hours should always be considered as packages. The same should apply~~ **(1, 29)** where, before the completion of a first booking **traveller agrees to pay for a first travel service**, a trader **actively** invites a traveller to book additional services for the same trip or holiday after completing the first booking, and where subsequent bookings take place within 24 hours after the conclusion of **of agreeing to pay for** the first contract **should be considered as packages (1). For the purpose of this Directive, a trader should be considered as actively inviting a traveller to book a service when it optimises the offer for sale in question or promotes such offer.**
- (8) The definition of package formed through linked online booking processes in Article 3(2)(b)(v) of Directive (EU) 2015/2302, which required that the traveller's name, payment details and email address are all transmitted from one trader to another trader, has proved to be too narrow. Therefore, it is appropriate to consider as 'package' bookings of different types of travel services for the same trip or holiday **as 'package' (34)** where the trader that is party to a first contract transfers **the traveller's personal data** to a trader that is party to a second or further contract. **Such transfer of personal data should enable the involved traders to establish that the same traveller is a party to the relevant contracts and may include, for example,** alternatively the traveller's name, payment details, email address or **telephone number** ~~any other of the traveller's personal data. Such~~ **The** transfer of personal data indicates a close link between the bookings/contracts so that the criterion of 24 hours for the second booking is not indispensable and should be removed. **(34, 35)**

- (9) ~~The definition of 'a linked travel arrangement' should cover situations where a trader that is party to a first contract and receives payments from or on behalf of the traveller invites a traveller to book additional types of travel services for the same trip or holiday. In this context, the trader that is party to a first contract should obtain insolvency protection. Furthermore, in order to make sure that travellers fully benefit from the rules on insolvency protection and for traders to know that they are subject to this obligation, it is appropriate that the information forms on linked travel arrangements recommend to travellers to record the invitation and the additional booking, for instance through screenshots, and to inform the trader with whom a first contract was concluded that a contract on an additional type of travel service has been concluded for the same trip or holiday within 24 hours following the invitation from the trader. The trader should be obliged to make available to travellers a facility, such as an email address or a website, where travellers can register such information and shall acknowledge receipt of such information. (36, 37, 38)~~
- (10) Regarding packages where, for example, accommodation is combined with other tourist services, but which do not contain any carriage of passengers, the general criterion of 'a significant proportion' of the value of the combination, applying to tourist services as referred to in Article 3(1)(d), should be replaced with the more specific criterion of 'at least 25%' in order to increase legal certainty. ***It should be noted that different on-site activities provided as an intrinsic part of or typically associated with accommodation, regardless of their value, should not lead to the creation of a package if these services are combined only with accommodation (40, 41, 42)***
- (11) As demonstrated, in particular, during the COVID-19 pandemic, the prevailing business practice of advance payments, the absence of business-to-business rules on refunds to organiser of packages for services cancelled or not performed by the service providers, the absence of rules on vouchers, as well as uncertainty on whether refund claims and vouchers for cancelled packages are covered by insolvency protection, can cause difficulties in relation to refunds to travellers, in particular, where unavoidable and extraordinary circumstances lead to numerous cancellations and affect many travel destinations. Therefore, it should be provided that travellers' payments are effectively protected at all times, including in a crisis. Furthermore, it should be ensured that the national insolvency protection systems are resilient and provide more uniform protection.
- (12) There are certain risks which are inherent in the business practice of requiring advance payments, in particular, in situations where organisers are obliged to refund significant amounts to travellers for cancelled trips within a short period of time. Therefore, it should be provided that downpayments, that is to say payments asked of travellers at the time of booking or shortly afterwards, should not be higher than 25% of the total price of the package ***be set at an appropriate level. Downpayments and may be subject to***

limitations based on national jurisdiction (47), and that organisers or, where applicable, retailers should be prevented from requesting the payment of the remaining amount earlier than 28 days before the start of the package. At the same time, organisers and, where applicable, retailers should be able to request higher downpayments where this is necessary to ensure the organisation and proper performance of the package. The level of downpayments requested by organisers may be justified by advance payments to service providers, including where they belong to the same group of companies as the organiser, or the need to cover the organiser's costs directly related to the organisation and performance of the package at the time of booking or shortly afterwards. This may, where applicable, include commissions requested by retailers. **(44, 45, 46)**

- (13) The level of downpayments should not require different calculations for each package but can be established for groups of packages that have similar characteristics regarding the necessity of downpayment. Organisers and, where relevant, retailers should continue to be obliged to inform travellers, before the conclusion of the contract, about the downpayments they request. **(48, 49, 50)**
- (14) Since the limitation of advance payments is not compatible with the concept of package travel gift boxes as referred to in Article 3(5)(b)(iv) of Directive (EU) 2015/2302 and packages booked less than 28 days before the start of the package, these two types of packages should be exempted from the limitation of advance payments introduced by this Directive. **(51, 52, 53)**
- (15) Where a travel service contained in a package is cancelled or not performed and where advance payments have been made to the respective service provider, organisers should be entitled to a refund of the payments made from service providers within 7 days. This right to refund should enable organisers to comply with their obligation to refund travellers within 14 days in cases where also the package travel contract as a whole is terminated. Where a travel service provider cancels or does not provide a service contained in a package but where the package travel contract continues to exist, the right to a refund within 7 days should enable organisers to make alternative arrangements.
- (16) In certain situation voluntary vouchers to travellers can be a useful alternative to refunds. Vouchers can give more flexibility to organisers in particular if they are confronted with the obligation to make many refunds within a short period of time. At the same time, vouchers can be acceptable for travellers who do not need an instant refund, as long as there are specific legal guarantees. Therefore, clear rules on vouchers should be laid down which provide such guarantees. Those guarantees should include transparency on the voluntary nature and on the key characteristics of vouchers, as well as on travellers' rights in relation to vouchers, for example, the fact

that they are protected against the organiser's insolvency and that travellers are entitled to an automatic refund where a voucher is not redeemed during its period of validity. ***The voucher may be used for any services proposed by the organiser (55).*** Organisers may make vouchers more attractive, for example, by increasing the amount ***value (55)*** of the voucher compared to the traveller's refund right. In such cases, insolvency protection should be limited to the amount of payments received from the traveller ***the traveller's refund rights. (55)***

(16a) If a package, as defined under this Directive, has been combined by a package provider and is made up of services by two, or more, different service providers, the voucher should apply to the package provider where the package was booked and not be split up among the different service providers that the package provider may be cooperating with. (56)

(17) It is conceivable for Member States to provide for mechanisms ensuring refunds to travellers in accordance with the legal requirements, for cases where packages are cancelled due to unavoidable and extraordinary circumstances and where organisers are unable comply with their refund obligations. In order to increase transparency, Member States introducing or maintaining such mechanisms should be obliged to inform the Commission and the central contact points of the other Member States about such mechanisms. Such mechanisms are normally funded exclusively through contributions from organisers. Only in exceptional circumstances can such mechanisms be co-financed by Member States, and their introduction is without prejudice to the Union provisions on State aid.

~~(18) The multitude of conceivable situations that may give rise to the termination of a package travel contract due to unavoidable and extraordinary circumstances which significantly affect the performance of a package requires a case-by-case assessment, for instance, in light of the nature and the extent of such circumstances. It should be clarified that the termination of a contract is possible if it can be reasonably expected that its performance will be significantly~~
and objectively ~~affected by unavoidable and extraordinary circumstances, which requires a case-by-case assessment. The assessment as to whether unavoidable and extraordinary circumstances will have significant and objective effects on the performance of the package must be based on a prediction, at the moment of the termination of the contract, of the likelihood that the unavoidable and extraordinary circumstances will have significant and objective effects on the performance of the package. Where a traveller terminates the contract, such assessment must be made from the perspective of an average traveller who is reasonably well-informed and reasonably observant and circumspect, based on information available at the date of termination of the~~

package travel contract in question. The effects of unavoidable and extraordinary circumstances occurring at the place of departure, destination, including its immediate vicinity, or affecting the journey to or from the destination, and at including the various places connected with the start and return of the trip in question, should be taken into account where they affect the performance of travel services included in the relevant package travel contract. Circumstances affecting only the journey to the destination or the return journey should not be taken into account only if that journey is not part of the package travel contract, including the transport of the passenger to the agreed place of departure.

- (19) During the Covid-19 pandemic, different interpretations emerged regarding cancellation rights due to 'unavoidable and extraordinary circumstances' including in relation to the relevance of travel warnings. It is, therefore, appropriate to specify that official travel warnings for the travel destination issued by the authorities of the Member State of the traveller's residence or departure or the country of destination, are important elements when assessing the justification of the termination of a contract. **Furthermore, the absence of official travel warnings should not prevent establishing the existence of those circumstances and their effects on the performance of the package. (63)** ~~It should also be clarified that serious restrictions at the travel destination or applying after returning from the trip or holiday, such as quarantine requirements for a significant period, are also relevant when assessing the justification of the termination of a package travel contract.~~ **Unavoidable and extraordinary circumstances may cover not only circumstances which affect the performance of a package but also circumstances which, without preventing such performance, mean that the package cannot be performed without exposing the travellers concerned to risks to their health and safety. The relevance of such circumstances and their effects should be assessed objectively, while taking into account, where appropriate, the risk exposure of the travellers concerned. The fact that, due to unavoidable and extraordinary circumstances, travellers will be subject to serious restrictions at the travel destination or at their place of departure, including quarantine requirements for a significant period, should also be assessed when considering the justification of a termination of contract.**
- (20) It should also be clarified that the 14-day refund period, which is triggered by the termination of the contract, applies regardless of whether the traveller specifically asks for a refund. **Furthermore, it should be specified that the organiser should reimburse all**

payments made by or on behalf of the traveller for the package. (65)

- (21) In order to ensure effective and uniform protection of travellers and a level playing field for organisers it should be provided that the insolvency protection of organisers covers all payments made by or on behalf of travellers in the event of the organiser's insolvency, including cases where a package is not performed in full or in part as a consequence of the organiser's insolvency and cases where a traveller was entitled to a refund or had received a voucher from the organiser before its insolvency.

(21a) Under the conditions laid down in this Directive, Member States should define their insolvency protection systems applicable within their territories, including the associated procedures and the methods for providing information on insolvency protection through the most effective communication channels available. It is important to lay down that, as soon as an insolvency occurs, travellers should be provided with all necessary information to benefit from insolvency protection rights. Accordingly, the Member States should designate the relevant entity or entities, which will be responsible for providing such necessary information. The Commission should centralise the information related to these insolvency protection schemes and central contact points, and make it available to the public on its website. (68)

- (22) In order to ensure effectiveness of insolvency protection for travellers at all times, it should be provided that the security is sufficient to cover costs for refunds and repatriations in cases where an insolvency occurs at a time when an organiser holds the highest amounts of payments. Any increases of those amounts due to a higher anticipated volume of packages sold in a given period should be taken into account. It should be clarified that Member States should supervise the insolvency protection of organisers and monitor the market for the provision of insolvency protection ~~and that. If necessary, Member States should be able to require a second level of protection, such as a back-up fund. This may be relevant, for example, where insurance policies do not provide the required level of protection. Such back-up funds should normally be funded exclusively through contributions from organisers. (69)~~ It should be clarified that such measures can be co-financed by the Member States only in exceptional circumstances and reiterated that those provisions are without prejudice to the Union provisions on State aid insofar as such measures involve State aid.
- (23) Regarding refunds of payments in case of an organiser's insolvency, the period for refunds should be further specified, referring to 3 months after the traveller has submitted the documents necessary to examine the request. It is also appropriate to lay down in a provision that Member States may require retailers to take out insolvency protection in addition to organisers.

- (24) It should be clarified that the central contact points are responsible for the exchange of information in relation to insolvency protection and related questions, including any mechanisms to ensure timely refunds for terminated package travel contracts.
- (25) It is important that travellers are properly informed on their rights, are able to understand the information provided to them and have access to that information when they need it. Therefore, certain changes should be made regarding pre-contractual information requirements, the content of a package travel contract and the standard information forms set out in Annexes I and II to Directive (EU) 2015/2302. For example, the standard information forms in Annex I should specify the trader responsible for refunds for cancelled packages. The right to terminate a package travel contract without a fee due to unavoidable and extraordinary circumstances should be presented next to the possibility to cancel a package subject to a cancellation fee. In addition, organisers should be obliged to add the standard information form to the contract so that it is available to travellers after the conclusion of the contract, along with contact details of the relevant traders. **To ensure that travellers are properly informed about their rights, organisers should provide assistance accessible to travellers, especially vulnerable travellers, through a one-stop shop. Digital communication channels are a key tool to provide up-to-date and personalised information about passenger rights at all times. This information should be provided automatically and proactively by organisers, particularly in the event of an impact, in order to facilitate the flow of information to the traveller and the organiser. Digital communication channels should be prioritised without adversely affecting physical counters providing passenger assistance. With the deletion of linked travel arrangements, Annex II should subsequently be deleted. (70, 73)**
- (25a) Compliance with this Directive should be enforceable by means of the imposition of penalties and other enforcement measures. Member States should take all necessary measures to ensure that the provisions of this Directive are implemented, including by laying down effective, proportionate and dissuasive penalties applicable to infringements of national provisions adopted pursuant to this Directive, and to respect the ne bis in idem principle. When assessing the amount of fines, Member States should, in each individual case, take into account all relevant circumstances of the specific situation, with due regard in particular to the nature, gravity, scale and duration of the infringement and of its consequences and to the size of the provider, in particular if the provider is an SME, including start-ups. (1)**
- (26) Directive (EU) 2015/2302 should, therefore, be amended accordingly.

- (27) Since the objective of this Directive, namely to contribute to the proper functioning of the internal market in relation to package travel and to the achievement of a high and as uniform as possible level of consumer protection in this sector, cannot be sufficiently achieved by the Member States, but can rather, by reason of its scale and effects, be better achieved at Union level, the Union may adopt measures, in accordance with the principle of subsidiarity as set out in Article 5 of the Treaty on European Union. In accordance with the principle of proportionality, as set out in that Article, this Directive does not go beyond what is necessary in order to achieve that objective.
- (28) This Directive respects the fundamental rights and observes the principles recognised by the Charter of Fundamental Rights of the European Union. This Directive, in particular, respects the freedom to conduct a business laid down in Article 16 of the Charter, while ensuring a high level of consumer protection within the Union, in accordance with Article 38 of the Charter.
- (29) The Commission should submit to the European Parliament and to the Council a report on the application of this Directive within 5 years of its entry into force. While the impacts of this Directive on travel businesses, including on micro, small and medium-sized organisers have been carefully assessed, it is appropriate to take into account in this report the impact of its application on micro, small and medium-sized organisers. Where necessary, the report should be accompanied by legislative proposals,