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*Plenary sitting*

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**A7-0124/2014**

17.2.2014

**\*\*\*I**  
**REPORT**

on the proposal for a directive of the European Parliament and of the Council  
on package travel and assisted travel arrangements, amending Regulation (EC)  
No 2006/2004, Directive 2011/83/EU and repealing Council Directive  
90/314/EEC  
(COM(2013)0512 – C7-0215/2013 – 2013/0246(COD))

Committee on the Internal Market and Consumer Protection

Rapporteur: Hans-Peter Mayer

### ***Symbols for procedures***

- \* Consultation procedure
- \*\*\* Consent procedure
- \*\*\*I Ordinary legislative procedure (first reading)
- \*\*\*II Ordinary legislative procedure (second reading)
- \*\*\*III Ordinary legislative procedure (third reading)

(The type of procedure depends on the legal basis proposed by the draft act.)

### ***Amendments to a draft act***

#### **Amendments by Parliament set out in two columns**

Deletions are indicated in ***bold italics*** in the left-hand column. Replacements are indicated in ***bold italics*** in both columns. New text is indicated in ***bold italics*** in the right-hand column.

The first and second lines of the header of each amendment identify the relevant part of the draft act under consideration. If an amendment pertains to an existing act that the draft act is seeking to amend, the amendment heading includes a third line identifying the existing act and a fourth line identifying the provision in that act that Parliament wishes to amend.

#### **Amendments by Parliament in the form of a consolidated text**

New text is highlighted in ***bold italics***. Deletions are indicated using either the ***■*** symbol or strikeout. Replacements are indicated by highlighting the new text in ***bold italics*** and by deleting or striking out the text that has been replaced.

By way of exception, purely technical changes made by the drafting departments in preparing the final text are not highlighted.

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## **DRAFT EUROPEAN PARLIAMENT LEGISLATIVE RESOLUTION**

**on the proposal for a directive of the European Parliament and of the Council on package travel and assisted travel arrangements, amending Regulation (EC) No 2006/2004, Directive 2011/83/EU and repealing Council Directive 90/314/EEC (COM(2013)0512 – C7-0215/2013 – 2013/0246(COD))**

**(Ordinary legislative procedure: first reading)**

*The European Parliament,*

- having regard to the Commission proposal to Parliament and the Council (COM(2013)0512),
  - having regard to Article 294(2) and Article 114 of the Treaty on the Functioning of the European Union, pursuant to which the Commission submitted the proposal to Parliament (C7-0215/2013),
  - having regard to Article 294(3) of the Treaty on the Functioning of the European Union,
  - having regard to the opinion of the European Economic and Social Committee of 11 December 2013<sup>1</sup>,
  - after consulting the Committee of the Regions,
  - having regard to Rule 55 of its Rules of Procedure,
  - having regard to the report of the Committee on the Internal Market and Consumer Protection and the opinions of the Committee on Transport and Tourism and the Committee on Legal Affairs (A7-0124/2014),
1. Adopts its position at first reading hereinafter set out;
  2. Calls on the Commission to refer the matter to Parliament again if it intends to amend its proposal substantially or replace it with another text;
  3. Instructs its President to forward its position to the Council, the Commission and the national parliaments.

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<sup>1</sup> Not yet published in the Official Journal.

## Amendment 1

### Proposal for a directive

#### Title 1

*Text proposed by the Commission*

Proposal for a  
DIRECTIVE OF THE EUROPEAN  
PARLIAMENT AND OF THE COUNCIL  
on package travel and *assisted* travel  
arrangements, amending Regulation (EC)  
No 2006/2004, Directive 2011/83/EU and  
repealing Council Directive 90/314/EEC

*Amendment*

Proposal for a  
DIRECTIVE OF THE EUROPEAN  
PARLIAMENT AND OF THE COUNCIL  
on package travel, *package holidays*,  
*package tours* and *linked* travel  
arrangements, amending Regulation (EC)  
No 2006/2004, Directive 2011/83/EU and  
repealing Council Directive 90/314/EEC

## Amendment 2

### Proposal for a directive

#### Recital 2

*Text proposed by the Commission*

(2) Tourism plays an important role in the economies of the Union and packages represent a significant proportion of that market. The travel market has undergone considerable changes since the adoption of Directive 90/314/EEC. In addition to traditional distribution chains, the Internet has become an increasingly important medium to offer travel services. Travel services are not only combined in the form of traditional prearranged packages, but are often combined in a customised fashion. Many of these travel products are either in a legal grey zone or are clearly not covered by Directive 90/314/EEC. This Directive aims to adapt the scope of protection to those developments, enhance transparency and increase legal certainty for travellers and traders.

*Amendment*

(2) Tourism plays an important role in the economies of the Union and *package travel, package holidays and package tours* ('packages') represent a significant proportion of that market. The travel market has undergone considerable changes since the adoption of Directive 90/314/EEC. In addition to traditional distribution chains, the Internet has become an increasingly important medium to offer travel services. Travel services are not only combined in the form of traditional prearranged packages, but are often combined in a customised fashion. Many of these travel products are either in a legal grey zone or are clearly not covered by Directive 90/314/EEC. This Directive aims to adapt the scope of protection to those developments, enhance transparency and increase legal certainty for travellers and

traders.

### Amendment 3

#### Proposal for a directive

##### Recital 5

###### *Text proposed by the Commission*

(5) In accordance with Article 26(2) of the Treaty, the internal market is to comprise an area without internal frontiers in which the free movement of goods and services and the freedom of establishment are ensured. The harmonisation of *certain aspects of* package contracts and *assisted* travel arrangements is necessary for the creation of a real consumer internal market in *this* area, striking the right balance between a high level of consumer protection and the competitiveness of businesses.

###### *Amendment*

(5) In accordance with Article 26(2) of the Treaty, the internal market is to comprise an area without internal frontiers in which the free movement of goods and services and the freedom of establishment are ensured. The harmonisation of *the rights and obligations arising from* package contracts and *linked* travel arrangements is necessary for the creation of a real consumer internal market in *that* area, striking the right balance between a high level of consumer protection and the competitiveness of businesses.

### Amendment 4

#### Proposal for a directive

##### Recital 7

###### *Text proposed by the Commission*

(7) The majority of travellers buying packages are consumers in the sense of Union consumer law. At the same time, it is not always easy to distinguish between consumers and representatives of *small* businesses or professionals who book trips related to their business or profession through the same booking channels as consumers. Such travellers often require a similar level of protection. In contrast, *larger* companies or organisations often make travel arrangements for their employees on the basis of a framework contract with companies *which specialise in the arrangement of business travel*. The latter type of travel arrangements do not

###### *Amendment*

(7) The majority of travellers buying packages are consumers in the sense of Union consumer law. At the same time, it is not always easy to distinguish between consumers and representatives of businesses or professionals who book trips related to their business or profession through the same booking channels as consumers. Such travellers often require a similar level of protection. In contrast, companies or organisations often make travel arrangements for their employees, *members and representatives* on the basis of a framework contract with companies. The latter type of travel arrangements do not require the level of protection designed

require the level of protection designed for consumers. Therefore, this Directive should apply to business travellers only insofar as they do not make travel arrangements on the basis of a framework contract. To avoid confusion with the definition of the term 'consumer' in other consumer protection *directives*, persons protected under this Directive should be referred to as 'travellers'.

for consumers. Therefore, this Directive should apply to business travellers only insofar as they do not make travel arrangements on the basis of a framework contract. To avoid confusion with the definition of the term 'consumer' *used* in other *Union* consumer protection *legislation*, persons protected under this Directive should be referred to as 'travellers'.

#### *Justification*

*Adding the reference to members and representatives makes it clear that the 'employer' is a legal entity. The criterion regarding 'companies which specialise in the arrangement of business travel' should be omitted, because it can lead to uncertainty. The framework agreement suffices as a prerequisite.*

### **Amendment 5**

#### **Proposal for a directive Recital 9**

##### *Text proposed by the Commission*

(9) For the sake of transparency, packages should be distinguished from *assisted* travel arrangements, where online or high street agents assist travellers in combining travel services leading the traveller to conclude contracts with different providers of travel services, including through linked booking processes, which do not contain those features and in relation to which it would not be appropriate to apply all obligations applying to packages.

##### *Amendment*

(9) For the sake of transparency, packages should be distinguished from *linked* travel arrangements, where online or high street agents assist travellers in combining travel services leading the traveller to conclude contracts with different providers of travel services, including through linked booking processes *in a targeted manner*, which do not contain those features and in relation to which it would not be appropriate to apply all obligations applying to packages.

#### *Justification*

*Clarification of the notion of linked travel arrangement (additional offers must be targeted, i.e. related to the place and dates of the first travel service booked by the traveller). Further clarifications are included in recital 11 and 13 of the proposal for a Directive.*

## Amendment 6

### Proposal for a directive Recital 11

#### *Text proposed by the Commission*

(11) At the same time, **assisted** travel arrangements should be distinguished from travel services which travellers book independently, often at different times, even for the purpose of the same trip or holiday. Online **assisted** travel arrangements should also be distinguished from links through which travellers are simply informed about further travel services in a general fashion, for instance where a hotel or an organiser of an event includes on its website a list of all operators offering transport services to its location independently of any booking or if cookies or meta data are used to place advertisements on websites.

#### *Amendment*

(11) At the same time, **linked** travel arrangements should be distinguished from travel services which travellers book independently, often at different times, even for the purpose of the same trip or holiday. Online **linked** travel arrangements should also be distinguished from **linked websites which do not have the objective of concluding a contract with the traveller and from** links through which travellers are simply informed about further travel services in a general fashion **and not in a targeted manner**, for instance where a hotel or an organiser of an event includes on its website a list of all operators offering transport services to its location independently of any booking or if cookies or meta data are used to place advertisements on websites **related to the travel destination or travel period specified for the first travel service chosen**.

## Amendment 7

### Proposal for a directive Recital 13

#### *Text proposed by the Commission*

(13) Particular rules should be laid down for both high street and on-line retailers which assist travellers, on the occasion of a single visit or contact with their own point of sale, in concluding separate contracts with individual service providers **and for** online retailers which, through linked online booking processes, facilitate the procurement of additional travel services

#### *Amendment*

(13) Particular rules should be laid down **in this Directive** for both high street and on-line retailers which assist travellers, on the occasion of a single visit or contact with their own point of sale in concluding separate contracts with individual service providers, **where the traveller selects and agrees to pay for each travel service separately. Such rules should also apply**

from another trader in a targeted manner, at the latest *when* the booking of the first service is confirmed. *These rules would apply for example, where, along with the confirmation of the booking of a first travel service such as a flight or a train journey, a consumer receives an invitation to book an additional travel service available at the chosen travel destination, for instance hotel accommodation, with a link to the booking site of another service provider or intermediary.* While those arrangements do not constitute packages within the meaning of this Directive as there can be no confusion that a single organiser has assumed the responsibility for the travel services, such assisted arrangements constitute an alternative business model that often competes closely with packages.

*to* online retailers which, through linked online booking processes, facilitate the procurement of additional travel services from another trader in a targeted manner, *where at least the traveller's name or contact details are transferred to the other trader and such additional services are procured* at the latest **24 hours** after the booking of the first service is confirmed. While those arrangements do not constitute packages within the meaning of this Directive as there can be no confusion that a single organiser has assumed the responsibility for the travel services, such linked arrangements constitute an alternative business model that often competes closely with packages.

## Amendment 8

### Proposal for a directive Recital 14 a (new)

*Text proposed by the Commission*

*Amendment*

*(14a) Practices have appeared online whereby traders facilitating the procurement of linked travel arrangements have not clearly and unambiguously provided the option of booking only the main service and not choosing any further services. Such practices should be regarded as misleading for travellers. As the existing legal framework has not yet allowed for their elimination and given that they are specific to linked travel arrangements, those practices should therefore be banned under this Directive.*

## Amendment 9

### Proposal for a directive Recital 15 a (new)

*Text proposed by the Commission*

*Amendment*

***(15a) Before making the payment, travellers should be made aware of whether they are choosing a package travel or a linked travel arrangement, and of the corresponding level of protection.***

## Amendment 10

### Proposal for a directive Recital 15 b (new)

*Text proposed by the Commission*

*Amendment*

***(15b) If travellers wish to continue to put together their own holidays outside of the scope of this Directive, albeit without the protection provided for in this Directive, they should be informed before payment is made that such holidays will not be covered by this Directive.***

## Amendment 11

### Proposal for a directive Recital 16

*Text proposed by the Commission*

*Amendment*

(16) ***Only*** the combination of different travel services, such as accommodation, carriage of passengers by bus, rail, water or air, as well as car rental, should be considered for the purposes of identifying a package or ***an assisted*** travel arrangement. Accommodation for residential purposes, ***including*** for long-term language courses,

(16) The combination of different travel services, such as accommodation, carriage of passengers by bus, rail, water or air, as well as car rental, should be considered for the purposes of identifying a package or ***a linked*** travel arrangement. ***Hotel nights with added packages, such as tickets for musicals or spa treatments, should be***

should not be considered as accommodation within the meaning of this Directive.

*excluded when that package is not specifically marketed to the traveller as a significant proportion of the trip or the ancillary service clearly does not constitute the essential feature of the trip.* Accommodation for residential purposes *which is clearly not for the purpose of tourism, such as* for long-term language courses, should not be considered as accommodation within the meaning of this Directive.

## Amendment 12

### Proposal for a directive Recital 16 a (new)

*Text proposed by the Commission*

*Amendment*

*(16a) Carriage of passengers by bus, rail, water or air which includes accommodation, for example ferry crossings in cabins or railway journeys in sleeper cars, should be considered as single travel services, if the main component is clearly transport and such carriage is not combined with another travel service.*

## Amendment 13

### Proposal for a directive Recital 17

*Text proposed by the Commission*

*Amendment*

(17) Other tourist services, such as admission to concerts, sport events, excursions or event parks are services that, in combination with either carriage of passengers, accommodation and/or car rental, should be considered as capable of constituting a package or *an assisted* travel arrangement. However, such packages should only fall within the scope of this Directive if the relevant tourist service accounts for a significant proportion of the

(17) Other tourist services, such as admission to concerts, sport events, excursions or event parks are services that, in combination with either carriage of passengers, accommodation and/or car rental, should be considered as capable of constituting a package or *a linked* travel arrangement. However, such packages should only fall within the scope of this Directive if the relevant tourist service accounts for a significant proportion of the

package. Generally, the tourist service should be considered as a significant proportion of the package if it accounts for more than **20%** of the total price or otherwise represents an essential feature of the trip or holiday. Ancillary services, such as travel insurance, transport of luggage, meals and cleaning provided as part of accommodation, should not be considered as tourist services in their own right.

package. Generally, the tourist service should be considered as a significant proportion of the package if it ***is specifically marketed to travellers as such, clearly represents the reason for the trip,*** accounts for more than **25%** of the total price or otherwise represents an essential feature of the trip or holiday. Ancillary services, such as, ***in particular,*** travel insurance, ***transport between the station and the accommodation, transport at the beginning of the trip and as part of excursions,*** transport of luggage, meals and cleaning ***services*** provided as part of accommodation, should not be considered as tourist services in their own right.

#### Amendment 14

#### Proposal for a directive Recital 18

##### *Text proposed by the Commission*

(18) It should also be clarified that contracts by which a trader entitles the traveller after the conclusion of the contract to choose among a selection of different types of travel services, such as in the case of a package travel gift box, should constitute a package. Moreover, a combination of travel services should be considered as a package where the traveller's name ***or particulars*** needed to conclude the booking transaction are transferred between the traders at the latest ***when*** the booking of the first service is confirmed. ***Particulars needed to conclude a booking transaction relate to credit card details or other information necessary to obtain a payment.*** On the other hand, the mere transfer of particulars such as the travel destination or travel times should not be sufficient.

##### *Amendment*

(18) It should also be clarified that contracts by which a trader entitles the traveller after the conclusion of the contract to choose among a selection of different types of travel services, such as in the case of a package travel gift box, should constitute a package. Moreover, a combination of travel services should be considered as a package where the traveller's name ***and other personal data, such as contact details, credit card details or passport details, which are*** needed to conclude the booking transaction are transferred between the traders at the latest ***24 hours after*** the booking of the first service is confirmed. On the other hand, the mere transfer of particulars such as the travel destination or travel times should not be sufficient. ***Cruises and multi-day train journeys including accommodation should also be considered as package travel, as they combine transport,***

*accommodation and catering.*

## Amendment 15

### Proposal for a directive Recital 19

*Text proposed by the Commission*

(19) Since there is less need to protect travellers in cases of short-term trips, and in order to avoid unnecessary burden for traders, trips lasting less than 24 hours which do not include accommodation **as well as occasionally organised packages**, should be excluded from the scope of this Directive.

*Amendment*

(19) Since there is less need to protect travellers in cases of short-term trips, and in order to avoid unnecessary burden for traders, trips lasting less than 24 hours which do not include accommodation should be excluded from the scope of this Directive. ***Packages and linked travel arrangements that are occasionally offered or put together by natural or legal persons, such as non-profit organisations, including charitable organisations, football clubs and schools, where no direct or indirect financial gain is made from the sale of such packages or the facilitation of such linked travel arrangements, should also be excluded from the scope of this Directive;***

## Amendment 16

### Proposal for a directive Recital 19 a (new)

*Text proposed by the Commission*

*Amendment*

***(19a) Member States should remain competent, in accordance with Union law, to apply the provisions of this Directive to areas not falling within its scope. Member States may therefore maintain or introduce national legislation corresponding to all or some of the provisions of this Directive in relation to contracts that fall outside the scope of this Directive. For example, Member States***

*may apply the provisions of this Directive to packages and linked travel arrangements that are occasionally offered or put together by natural or legal persons where no direct or indirect financial gain is drawn from the sale of those packages or the facilitation of those linked travel arrangements, and to packages and linked travel arrangements covering a period of less than 24 hours and which do not include accommodation.*

#### **Amendment 17**

##### **Proposal for a directive Recital 20 a (new)**

*Text proposed by the Commission*

*Amendment*

*(20a) Directive 90/314/EEC has given discretion to the Member States to define if retailers, organisers or both retailers and organisers should be liable for the proper performance of a package. This flexibility has led to ambiguity in some Member States as to whether traders involved in a package were liable for the performance of the relevant services, in particular in the online booking process. Therefore, it is appropriate to clarify in this Directive that organisers are responsible for the performance of the travel services included in the contract, unless the national legislation also provides expressly for the possibility for the organiser or the retailer to be held liable.*

#### **Amendment 18**

##### **Proposal for a directive Recital 21**

*Text proposed by the Commission*

(21) In relation to packages, retailers should be responsible together with the organiser for the provision of pre-contractual information. At the same time it should be clarified that **they** are liable for booking errors. To facilitate communication, in particular in cross-border cases, travellers should have the possibility of contacting the organiser also via the retailer through which they bought the package.

*Amendment*

(21) In relation to packages, retailers should be responsible together with the organiser for the provision of pre-contractual information. At the same time it should be clarified that **retailers** are liable for booking errors, **where they make mistakes in the booking process**. To facilitate communication, in particular in cross-border cases, travellers should have the possibility of contacting the organiser also via the retailer through which they bought the package.

*Justification*

*Alignment with wording of recital 37.*

**Amendment 19**

**Proposal for a directive**  
**Recital 23**

*Text proposed by the Commission*

(23) Key information, for example on the main characteristics of the travel services or the prices, provided in advertisements, on the organiser's website or in brochures as part of the pre-contractual information, should be binding, unless the organiser reserves the right to make changes to those elements and unless such changes are clearly and prominently communicated to the traveller before the contract is concluded. ***However, in light of new communication technologies, there is no longer any need to lay down specific rules on brochures, while it is appropriate to ensure that, in certain circumstances, changes impacting the contract performance are communicated between the parties on a durable medium accessible for future reference. It should always be possible to make changes to***

*Amendment*

(23) Key information, for example on the main characteristics of the travel services or the prices, provided in advertisements, on the organiser's website or in brochures as part of the pre-contractual information, should be binding, unless the organiser reserves the right to make changes to those elements and unless such changes are clearly and prominently communicated to the traveller before the contract is concluded.

*that information where both parties to the contract expressly agree on that.*

## **Amendment 20**

### **Proposal for a directive Recital 23 a (new)**

*Text proposed by the Commission*

*Amendment*

***(23a) However, in light of new communication technologies which can help to ensure that travellers have access to up-to-date information at the time of booking and the growing trend to book travel packages online, there is no longer any need for specific rules requiring printed brochures.***

*Justification*

*Operators and airlines often ‘lure’ customers with attractive flight times, but then switch the flights at short notice to cheaper slots in the middle of the night, especially in the case of packages. In the interests of better service, operators/airlines should be required to adhere to the agreed flight times and provide information on their slots in good time, so that travellers can make the necessary preparations and book the trip as it will actually be organised.*

## **Amendment 21**

### **Proposal for a directive Recital 23 b (new)**

*Text proposed by the Commission*

*Amendment*

***(23b) Flight times should be a fixed part of the contract and one of the main characteristics of a travel service. They should not differ significantly from the times indicated to travellers in the pre-contractual information.***

## Amendment 22

### Proposal for a directive Recital 26

#### *Text proposed by the Commission*

(26) Since packages are often purchased a long time before their performance, unforeseen events may occur. Therefore the traveller should, under certain conditions, be entitled to transfer a package to another traveller. In such situations, the organiser should be able to recover his expenses, for instance if a sub-contractor requires a fee for changing the name of the traveller or for cancelling a transport ticket and issuing a new one. Travellers should also have the possibility of cancelling the contract at any time before the start of the package against paying appropriate compensation, as well as the right to terminate the contract without paying compensation where unavoidable and extraordinary circumstances like warfare or a natural disaster will significantly affect the package. Unavoidable and extraordinary circumstances should in particular be deemed to exist where reliable and publicly available reports, such as recommendations issued by Member State authorities, advise against travelling to the place of destination.

#### *Amendment*

(26) Since packages are often purchased a long time before their performance, unforeseen events may occur. Therefore the traveller should, under certain conditions, be entitled to transfer a package to another traveller. In such situations, the organiser should be able to recover his expenses, for instance if a sub-contractor requires a fee for changing the name of the traveller or for cancelling a transport ticket and issuing a new one. Travellers should also have the possibility of cancelling the contract at any time before the start of the package against paying appropriate compensation, as well as the right to terminate the contract without paying compensation where unavoidable and extraordinary circumstances like warfare, ***including terrorism, or a natural disaster, including hurricanes and earthquakes, or political instability, which puts travellers' safety at risk*** will significantly affect the package, ***when those events have occurred after the conclusion of the travel contract***. Unavoidable and extraordinary circumstances should in particular be deemed to exist where reliable and publicly available reports, such as recommendations issued by Member State authorities, advise against travelling to the place of destination.

#### *Justification*

*If the traveller has made the booking in the knowledge that such circumstances have occurred, free termination would not be proportionate.*

## Amendment 23

### Proposal for a directive Recital 27

#### *Text proposed by the Commission*

(27) In specific situations, also the organiser should be entitled to terminate the contract before the start of the package without paying compensation, for instance if the minimum number of participants is not reached and where this possibility has been reserved in the contract.

#### *Amendment*

(27) In specific situations, also the organiser should be entitled to terminate the contract before the start of the package without paying compensation, for instance if the minimum number of participants is not reached and where this possibility has been reserved in the contract. ***In such a situation, the organiser should adequately inform travellers who may be impacted by that contract clause.***

## Amendment 24

### Proposal for a directive Recital 28

#### *Text proposed by the Commission*

(28) In certain cases organisers should be allowed to make unilateral changes to the package travel contract. However, travellers should have the right to terminate the contract if the proposed alterations change significantly any of the main characteristics of the travel services. Price increases should be possible only if there has been a change in the cost of fuel for the carriage of passengers, in taxes or fees imposed by a third party not directly involved in the performance of the included travel services or in the exchange rates relevant to the package and if both an upward and downward revision of the price is expressly reserved in the contract. ***Price increases should be limited to 10% of the price of the package.***

#### *Amendment*

(28) In certain cases organisers should be allowed to make unilateral changes to the package travel contract. However, travellers should have the right to terminate the contract if the proposed alterations change significantly any of the main characteristics of the travel services. Price increases should be possible only if there has been a change in the cost of fuel for the carriage of passengers, in taxes or fees imposed by a third party not directly involved in the performance of the included travel services or in the exchange rates relevant to the package and if both an upward and downward revision of the price is expressly reserved in the contract. ***Travellers should have the right to terminate the contract without any obligation to pay compensation or to accept an alternative equivalent travel package offered by the organiser if the price increases exceed 8% of the original***

price of the package.

*Justification*

*Under the previous regulation, justified price increases of over 8% would not be possible.*

**Amendment 25**

**Proposal for a directive  
Recital 28 a (new)**

*Text proposed by the Commission*

*Amendment*

***(28a) Price increases should always be justified in writing. If the price is increased by more than 8%, the traveller should be offered in writing the possibility of terminating the contract or accepting an alternative travel package equivalent in price to that booked. If the traveller does not take advantage of that possibility, the travel package at the higher price should be considered as accepted. The burden of proof regarding receipt of the letter should remain with the organiser.***

**Amendment 26**

**Proposal for a directive  
Recital 30**

*Text proposed by the Commission*

*Amendment*

(30) In order to ensure consistency, it is appropriate to align the provisions of this Directive with international conventions covering travel services and with the Union legislation on passenger rights. Where the organiser is liable for failure to perform or improper performance of the services included in the package travel contract, the organiser should be able to invoke the limitations of the liability of service providers set out in such international conventions as the Montreal Convention of

(30) In order to ensure consistency, it is appropriate to align the provisions of this Directive with international conventions covering travel services and with the Union legislation on passenger rights, ***the latter prevailing where applicable.*** Where the organiser is liable for failure to perform or improper performance of the services included in the package travel contract, the organiser should be able to invoke the limitations of the liability of service providers set out in such international

1999 for the Unification of certain Rules for International Carriage by Air<sup>18</sup>, the Convention of 1980 concerning International Carriage by Rail (COTIF)<sup>19</sup> and the Athens Convention of 1974 on the Carriage of Passengers and their Luggage by Sea<sup>20</sup>. Where it is impossible, because of unavoidable and extraordinary circumstances, to ensure the traveller's return to the place of departure, the organiser's obligation to bear the cost of the travellers' continued stay at the place of destination should be aligned with the Commission's proposal<sup>21</sup> aimed to amend Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights<sup>22</sup>.

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<sup>18</sup> 2001/539/EC: Council Decision of 5 April 2001 on the conclusion by the European Community of the Convention for the Unification of Certain Rules for International Carriage by Air (the Montreal Convention) (OJ L 194, 18.07.2001, P. 38).

<sup>19</sup> 2013/103/EU: Council Decision of 16 June 2011 on the signing and conclusion of the Agreement between the European Union and the Intergovernmental Organisation for International Carriage by Rail on the Accession of the European Union to the Convention concerning International Carriage by Rail (COTIF) (OJ L 51, 23.2.2013, p. 1).

<sup>20</sup> 2012/22/EU: Council Decision of 12 December 2011 concerning the accession of the European Union to the Protocol of 2002 to the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 1974, with the exception of Articles 10 and 11 thereof (OJ L 8, 12.1.2012, p. 1).

<sup>21</sup> Proposal for a Regulation of the

conventions as the Montreal Convention of 1999 for the Unification of certain Rules for International Carriage by Air<sup>18</sup>, the Convention of 1980 concerning International Carriage by Rail (COTIF)<sup>19</sup> and the Athens Convention of 1974 on the Carriage of Passengers and their Luggage by Sea<sup>20</sup>. Where it is impossible, because of unavoidable and extraordinary circumstances, to ensure the traveller's return to the place of departure, the organiser's obligation to bear the cost of the travellers' continued stay at the place of destination should be aligned with the Commission's proposal<sup>21</sup> aimed to amend Regulation (EC) No 261/2004 of the European Parliament and of the Council<sup>22</sup>.

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<sup>18</sup> 2001/539/EC: Council Decision of 5 April 2001 on the conclusion by the European Community of the Convention for the Unification of Certain Rules for International Carriage by Air (the Montreal Convention) (OJ L 194, 18.07.2001, P. 38).

<sup>19</sup> 2013/103/EU: Council Decision of 16 June 2011 on the signing and conclusion of the Agreement between the European Union and the Intergovernmental Organisation for International Carriage by Rail on the Accession of the European Union to the Convention concerning International Carriage by Rail (COTIF) (OJ L 51, 23.2.2013, p. 1).

<sup>20</sup> 2012/22/EU: Council Decision of 12 December 2011 concerning the accession of the European Union to the Protocol of 2002 to the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 1974, with the exception of Articles 10 and 11 thereof (OJ L 8, 12.1.2012, p. 1).

<sup>21</sup> Proposal for a Regulation of the

European Parliament and of the Council amending Regulation (EC) No 261/2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights and Regulation (EC) No 2027/97 on air carrier liability in respect of the carriage of passengers and their baggage by air - COM/2013/130 final.

<sup>22</sup> OJ L 46, 17.2.2004, p.1.

European Parliament and of the Council amending Regulation (EC) No 261/2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights and Regulation (EC) No 2027/97 on air carrier liability in respect of the carriage of passengers and their baggage by air - COM/2013/130 final.

<sup>22</sup> OJ L 46, 17.2.2004, p.1.

### *Justification*

*The applicable EU regulations on passenger rights should supersede the Package Travel Directive when there is an overlap on specific provisions related to rights of passengers travelling by the different modes of transport.*

## **Amendment 27**

### **Proposal for a directive Recital 31**

#### *Text proposed by the Commission*

(31) This Directive should not affect the rights of travellers to present claims both under this Directive and under any other relevant Union legislation, so that travellers will continue to have the possibility to address claims to the organiser, the carrier or any other liable party, or, as the case may be, to several parties. It should be clarified that they may not cumulate rights under different legal bases if the rights safeguard the same interest or have the same objective. ***The organiser's*** liability is without prejudice to ***the*** right to seek redress from third parties, including service providers.

#### *Amendment*

(31) This Directive should not affect the rights of travellers to present claims both under this Directive and under any other relevant Union legislation, so that travellers will continue to have the possibility to address claims to the organiser, the carrier or any other liable party, or, as the case may be, to several parties. It should be clarified that they may not cumulate rights under different legal bases if the rights safeguard the same interest or have the same objective. ***However, the need to ensure that travellers receive an appropriate and timely compensation in cases where the contract is not performed fully by one of the parties should not impose an unreasonable and disproportionate burden on organisers and retailers. In addition to their obligation to remedy any lack of conformity or to compensate***

*travellers, organisers and retailers should also have the right to seek redress from any third party which contributed to the event triggering compensation or other obligations. The organiser and retailer's liability is **therefore** without prejudice to **this** right to seek redress from third parties, including service providers.*

*Justification*

*Please see the changes and justification for article 20 in this regard.*

**Amendment 28**

**Proposal for a directive**  
**Recital 32**

*Text proposed by the Commission*

(32) If the traveller is in difficulty during the trip or holiday, the organiser should be obliged to give **prompt** assistance. Such assistance should consist mainly in providing, where appropriate, information on aspects such as health services, local authorities and consular assistance, as well as practical help, for instance with regard to distance communications and alternative travel arrangements.

*Amendment*

(32) If the traveller is in difficulty during the trip or holiday, the organiser should be obliged to give **appropriate** assistance **without undue delay**. Such assistance should consist mainly in providing, where appropriate, information on aspects such as health services, local authorities and consular assistance, as well as practical help, for instance with regard to distance communications and **the procurement of** alternative travel arrangements.

*Justification*

*It should be made clear that the organiser is not obliged, for example, to also assume the costs of the alternative travel arrangements required by the traveller. It is not the responsibility of the organiser if the traveller falls into and/or finds himself in difficulty.*

**Amendment 29**

**Proposal for a directive**  
**Recital 34**

(34) Member States should ensure that travellers purchasing a package or ***an assisted*** travel arrangement are fully protected against the insolvency of the organiser, of the retailer having facilitated the ***assisted*** travel arrangement or of ***any of the service providers***. Member States ***in which package organisers and retailers facilitating assisted travel arrangements are established*** should ensure that traders offering such combinations of travel services provide security for the refund of all payments made by travellers and for their repatriation in the event of insolvency. While retaining discretion as to the way in which insolvency protection is granted, Member States should ensure that their ***national*** insolvency protection schemes are effective and able to guarantee prompt repatriation and the refund of all travellers affected by the insolvency. The required insolvency protection should take into account the actual financial risk of the activities of the organiser, relevant retailer or ***service provider***, including the type of combination of travel services they sell, foreseeable seasonal fluctuations as well as the extent of pre-payments and the way in which these are secured. In accordance with Directive 2006/123/EC of the European Parliament and of the Council ***of 12 December 2006 on services in the internal market***<sup>25</sup>, in cases where insolvency protection may be provided in the form of a guarantee or an insurance policy, such security may not be limited to attestations issued by financial operators established in a particular Member State.

(34) Member States should ensure that travellers purchasing a package or ***a linked*** travel arrangement are fully protected against the insolvency of the organiser, of the retailer having facilitated the ***linked*** travel arrangement or of ***a business involved in the linked travel arrangement***. Member States should ensure that traders offering such combinations of travel services provide security for the refund of all payments made by travellers and for their repatriation in the event of insolvency. While retaining discretion as to the way in which insolvency protection is granted, Member States should ensure that their insolvency protection schemes are effective and able to guarantee prompt repatriation and the ***immediate*** refund of all travellers affected by the insolvency. ***Where a traveller would prefer to complete their package or linked travel arrangement, rather than obtain a full refund, the insolvency protection may, where appropriate, provide for the fulfilment of existing contracts, in order to enable the package or linked travel arrangement to continue at no additional cost to the traveller.*** The required insolvency protection should take into account the actual financial risk of the activities of the organiser, relevant retailer or ***of a business involved in the linked travel arrangement***, including the type of combination of travel services they sell, foreseeable seasonal fluctuations as well as the extent of pre-payments and the way in which these are secured. In accordance with Directive 2006/123/EC of the European Parliament and of the Council<sup>25</sup>, in cases where insolvency protection may be provided in the form of a guarantee or an insurance policy, such security may not be limited to attestations issued by financial operators established in a particular Member State.

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<sup>25</sup> OJ L 376, 27.12.06, p. 36

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<sup>25</sup> **Directive 2006/123/EC of the European Parliament and of the Council of 12 December 2006 on services in the internal market** (OJ L 376, 27.12.06, p. 36).

## Amendment 30

### Proposal for a directive Recital 40

#### *Text proposed by the Commission*

(40) The adoption of this Directive makes it necessary to adapt certain consumer protection acts. Taking into account that Directive 2011/83/EU of the European Parliament and the Council **of 25 October 2011 on consumer rights**<sup>26</sup> in its current form does not apply to contracts covered by Directive 90/314/EEC, it is necessary to amend Directive 2011/83/EU to ensure that it **applies to assisted travel arrangements** and that certain consumer rights laid down in that Directive also apply to packages.

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<sup>26</sup> OJ L 304, 22.11.11, p. 64

#### *Amendment*

(40) The adoption of this Directive makes it necessary to adapt certain consumer protection acts. Taking into account that Directive 2011/83/EU of the European Parliament and the Council<sup>26</sup> in its current form does not apply to contracts covered by Directive 90/314/EEC, it is necessary to amend Directive 2011/83/EU to ensure that it ***continues to apply to individual travel services that form part of a linked travel arrangement, insofar as those individual services are not otherwise excluded from the scope of Directive 2011/83/EU*** and that certain consumer rights laid down in that Directive also apply to packages.

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<sup>26</sup> **Directive 2011/83/EU of the European Parliament and the Council of 25 October 2011 on consumer rights** (OJ L 304, 22.11.11, p. 64).

## Amendment 31

### Proposal for a directive Article 1

#### *Text proposed by the Commission*

***This*** Directive is to contribute to the proper functioning of the internal market and to the achievement of a high level of

#### *Amendment*

***The purpose of this*** Directive is to contribute to the proper functioning of the internal market and to the achievement of a

consumer protection *by approximating certain aspects* of the laws, regulations and administrative provisions of the Member States in respect of contracts on package travel and *assisted* travel arrangements concluded between travellers and traders.

high *and as uniform as possible* level of consumer protection *in respect of* the laws, regulations and administrative provisions of the Member States in respect of contracts on package travel and *linked* travel arrangements concluded between travellers and traders.

## **Amendment 32**

### **Proposal for a directive**

#### **Article 1 a (new)**

*Text proposed by the Commission*

*Amendment*

#### *Article 1a*

##### *Level of harmonisation*

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

##### *Justification*

*The new text is identical to Article 4 of the Consumers Rights Directive of 2011. It was included in the interests of consistency and is intended to clarify the level of harmonisation, which was vaguely worded in the Commission proposal.*

## **Amendment 33**

### **Proposal for a directive**

#### **Article 2 – paragraph 2 – point a a (new)**

*Text proposed by the Commission*

*Amendment*

*(aa) packages and linked travel arrangements that are occasionally offered or put together by natural or legal persons where no direct or indirect financial gain is made from the sale of those packages or the facilitation of those*

*linked travel arrangements and where the traveller has been duly informed by the responsible trader that this Directive shall not apply to such package or travel arrangement;*

## Amendment 34

### Proposal for a directive

#### Article 2 – paragraph 2 – point b

##### *Text proposed by the Commission*

(b) ancillary contracts covering financial services;

##### *Amendment*

(b) *ancillary contracts covering travel services provided in addition to the package and booked without the involvement of the travel organiser or* ancillary contracts covering financial services;

##### *Justification*

*It would be disproportionate to expose retailers to the risks involved in also playing the role of organiser or provider of a related travel arrangement when they sell a service which is ancillary to the package booked, e.g. a rail ticket to the airport. This would mean that the retailer is not only liable for the additional service booked, but also for the package, even though the organiser is already liable for this.*

## Amendment 35

### Proposal for a directive

#### Article 2 – paragraph 2 – point c

##### *Text proposed by the Commission*

(c) packages and *assisted* travel arrangements purchased on the basis of a framework contract *between the traveller's employer* and a trader *specialising in the arrangement of* business travel;

##### *Amendment*

(c) packages and *linked* travel arrangements purchased on the basis of a framework contract *for* business travel *between a business on whose behalf the traveller is travelling* and a trader;

## Amendment 36

### Proposal for a directive

#### Article 2 – paragraph 2 – point d

##### *Text proposed by the Commission*

(d) packages where not more than one travel service as referred to in points (a), (b), and (c) of Article 3(1) is combined with a travel service as referred to in point (d) of Article 3(1) if **this** service does not account for a significant proportion of the package; or

##### *Amendment*

(d) packages where not more than one travel service as referred to in points (a), (b), and (c) of Article 3(1) is combined with a travel service as referred to in point (d) of Article 3(1) if **the latter** service does not account for a significant proportion of the package **or clearly does not represent the reason for the trip or the ancillary service is clearly not marketed as the main element of the trip**; or

## Amendment 37

### Proposal for a directive

#### Article 2 – paragraph 2 – point e a (new)

##### *Text proposed by the Commission*

##### *Amendment*

**(ea) carriage of passengers by bus, rail, water or air which includes accommodation, if the main component is clearly transport and such carriage is not combined with another travel service as referred to in points (b), (c) or (d) of Article 3(1).**

## Amendment 38

### Proposal for a directive

#### Article 3 – point 1 – point b

##### *Text proposed by the Commission*

##### *Amendment*

(b) accommodation **other than** for residential **purpose**,

(b) accommodation for residential **purposes, on condition that such**

*accommodation clearly serves touristic purpose,*

#### **Amendment 39**

##### **Proposal for a directive Article 3 – point 1 – point c**

*Text proposed by the Commission*

*Amendment*

(c) *car* rental or

(c) rental *of cars or other vehicles or of other means of transport*, or

#### **Amendment 40**

##### **Proposal for a directive Article 3 – point 1 – point d**

*Text proposed by the Commission*

*Amendment*

(d) any other tourist service not ancillary to carriage of passengers, accommodation or *car* rental;

(d) any other tourist service not ancillary to carriage of passengers, accommodation or rental *of cars or other vehicles or of other means of transport*;

#### *Justification*

*Only including car hire could create difficulties in that none of the other categories of transport where consumers might hire a means of conveyance (a boat or a bicycle for instance) would not be included.*

#### **Amendment 41**

##### **Proposal for a directive Article 3 – point 2 – point b – point i**

*Text proposed by the Commission*

*Amendment*

(i) purchased from a single point of sale within the same booking process,

(i) purchased from a single point of sale within the same booking process, *and all*

*of those services have been selected by the traveller before the traveller has agreed to pay, or*

#### **Amendment 42**

##### **Proposal for a directive**

##### **Article 3 – point 2 – point b – point ii**

*Text proposed by the Commission*

(ii) offered or charged at an inclusive or total price,

*Amendment*

(ii) offered or charged at an inclusive or total price, ***or***

#### **Amendment 43**

##### **Proposal for a directive**

##### **Article 3 – point 2 – point b – point iii**

*Text proposed by the Commission*

(iii) advertised or sold under the term 'package' or under a similar term,

*Amendment*

(iii) advertised or sold under the term 'package' or under a similar term, ***or***

#### **Amendment 44**

##### **Proposal for a directive**

##### **Article 3 – point 2 – point b – point v**

*Text proposed by the Commission*

(v) purchased from separate traders through linked online booking processes where the traveller's name or particulars needed to conclude a booking transaction are transferred between the traders at the latest ***when*** the booking of the first service is confirmed;

*Amendment*

(v) purchased from separate traders through linked online booking processes where the traveller's name ***and other personal data, such as contact details, credit card details or passport details,*** needed to conclude a booking transaction are transferred between the traders at the latest ***24 hours after*** the booking of the first service is confirmed;

## Amendment 45

### Proposal for a directive

#### Article 3 – point 5 – introductory part

##### *Text proposed by the Commission*

(5) '**assisted** travel arrangement' means a combination of at least two different types of travel services for the purpose of the same trip or holiday, not constituting a package, resulting in the conclusion of separate contracts with the individual travel service providers, if a retailer facilitates the combination:

##### *Amendment*

(5) '**linked** travel arrangement' means a combination of at least two different types of travel services for the purpose of the same trip or holiday, not constituting a package, resulting in the conclusion of separate contracts with the individual travel service providers, if **one of the providers involved or** a retailer facilitates the combination:

*(This amendment: change of 'assisted' to 'linked' applies throughout the text. Adopting it will necessitate corresponding changes throughout.)*

##### *Justification*

*On the amendment of the German term 'Bausteinreisen', see Amendment 1. The second change is meant to avert the possibility that this definition might exclude services offered in such a way that a provider himself provides the first service rather than merely acting as an intermediary to arrange it, after which he facilitates the reservation of a further service for the traveller through another provider.*

## Amendment 46

### Proposal for a directive

#### Article 3 – point 5 – point a

##### *Text proposed by the Commission*

(a) on the basis of separate bookings **on the occasion of a single visit or contact with the point of sale**; or

##### *Amendment*

(a) **where the traveller selects and agrees to pay for each travel service separately** on the occasion of a single visit or contact with the point of sale; or

## Amendment 47

### Proposal for a directive Article 3 – point 5 – point b

#### *Text proposed by the Commission*

(b) through the procurement of additional travel services from another trader in a targeted manner through linked online booking processes at the latest when the booking of the first service is confirmed;

#### *Amendment*

(b) through the procurement of additional travel services from another trader in a targeted manner through linked online booking processes ***where at least the traveller's name or contact details are transferred to the other trader and such additional services are procured at the latest 24 hours after*** the booking of the first service is confirmed;

## Amendment 48

### Proposal for a directive Article 3 – point 8

#### *Text proposed by the Commission*

(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; where more than one trader meets any of the criteria referred to in point (b) of paragraph 2, all of those traders are considered as organisers, unless one of them is designated as organiser and the traveller is informed accordingly;

#### *Amendment*

(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 who facilitates the combination and procurement of such packages***; where more than one trader meets any of the criteria referred to in point (b) of paragraph 2, all of those traders are considered as organisers, unless one of them is designated as organiser and the traveller is informed accordingly;

#### *Justification*

*This is to ensure that all trading models are taken into account and prevent loop holes.*

## Amendment 49

### Proposal for a directive

#### Article 3 – point 9 – point a

*Text proposed by the Commission*

*Amendment*

(a) sells or offers for sale packages or

(a) sells or offers for sale packages ***put together by the organiser***; or

#### *Justification*

*The wording is taken from the old directive and should be retained in order to demarcate the two participants more clearly.*

## Amendment 50

### Proposal for a directive

#### Article 3 – point 9 – point b

*Text proposed by the Commission*

*Amendment*

(b) facilitates the procurement of travel services which are part of ***an assisted*** travel arrangement by assisting travellers in concluding separate contracts for travel services with individual service providers;

(b) facilitates the procurement of travel services which are part of ***a linked*** travel arrangement by assisting travellers in concluding separate contracts for travel services with individual service providers, ***one of whom may be the retailer himself***;

#### *Justification*

*The proposed wording is unclear in relation to cases in which a provider initially sells a service in his own name and subsequently makes it possible for the consumer to book further services from other providers. The proposed amendment makes it clear that a retailer who sells his own service (e.g. an airline) and subsequently makes it possible to book further travel services from other providers falls within the scope of the directive.*

## Amendment 51

### Proposal for a directive

#### Article 3 – point 11

*Text proposed by the Commission*

*Amendment*

(11) 'unavoidable and extraordinary circumstances' means a situation beyond

(11) 'unavoidable and extraordinary circumstances' means ***an unforeseeable***

the control of the trader the consequences of which could not have been avoided even if all reasonable measures had been taken;

**situation** beyond the control of the trader, the consequences of which could not have been avoided even if all **due care** had been **exercised**;

## Amendment 52

### Proposal for a directive Article 3 – point 12

*Text proposed by the Commission*

(12) ‘lack of conformity’ means lack of **and** improper performance of the travel services included in a package.

*Amendment*

(12) ‘lack of conformity’ means lack of **or** improper performance of the travel services included in a package.

## Amendment 53

### Proposal for a directive Article 3 – point 12 a (new)

*Text proposed by the Commission*

*Amendment*

**(12a) ‘ancillary services’ means a non-stand-alone touristic service in the context of the provision or supplementing of travel services such as, in particular, travel insurance, transport between a station and the accommodation or to the airport of departure and in the context of excursions, transport of luggage, meals and cleaning services provided as part of accommodation;**

*Justification*

*The term ‘ancillary services’ should be defined in the body of the legislative text, not just in Recital 17.*

## Amendment 54

### Proposal for a directive Article 4 – paragraph 1 – introductory part

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*Text proposed by the Commission*

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 following information where applicable to the package:

*Amendment*

1. Member States shall ensure that, before the traveller is bound by any package travel contract or any corresponding offer, the organiser shall provide the traveller with the following information where applicable to the package:

*Justification*

*The organiser is required to provide information, whereas all that may be required of the retailer is to pass on this information. However, the retailer can only be held liable if he makes a mistake in passing on the information. See amendment creating a new Article 4(1a) and amendment to Article 19. If both were required to provide information, it would be unclear who was liable if differing information was accidentally provided.*

**Amendment 55**

**Proposal for a directive**

**Article 4 – paragraph 1 – point a – point i**

*Text proposed by the Commission*

(i) the travel destination(s), itinerary and periods of stay, with dates;

*Amendment*

(i) the travel destination(s), itinerary and periods of stay, with dates, ***and the number of nights included;***

**Amendment 56**

**Proposal for a directive**

**Article 4 – paragraph 1 – point a – point ii**

*Text proposed by the Commission*

(ii) the means, characteristics and categories of transport, the points, dates and time of departure and return ***or, where the exact time is not yet determined, the approximate time of departure and return,*** the duration and places of intermediate

*Amendment*

(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.

stops and transport connections;

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

*Where no indicative time can be determined, the retailer shall inform the traveller accordingly;*

## **Amendment 57**

### **Proposal for a directive**

#### **Article 4 – paragraph 1 – point a – point iii**

*Text proposed by the Commission*

(iii) the location, main features and **tourist** category of the accommodation;

*Amendment*

(iii) the location, main features and **official** category of the accommodation **assigned by the competent body in the place in which the accommodation is located;**

*Justification*

*This is an essential feature and should be clear and binding.*

## **Amendment 58**

### **Proposal for a directive**

#### **Article 4 – paragraph 1 – point a – point v a (new)**

*Text proposed by the Commission*

*Amendment*

**(va) whether any of the travel services shall be provided to the traveller as a part of a group and, if that is the case, how many people are expected to participate;**

## **Amendment 59**

### **Proposal for a directive**

#### **Article 4 – paragraph 1 – point a – point vi**

*Text proposed by the Commission*

*Amendment*

**vi) the language(s) in which the activities  
will be carried out and** **deleted**

*Justification*

*The liability risk for travel agents inherent in transferring this information is too great, as the proposal provides for the obligation to provide information on the languages involved in all service sectors of the destination.*

## **Amendment 60**

### **Proposal for a directive**

#### **Article 4 – paragraph 1 – point a – point vii**

*Text proposed by the Commission*

*Amendment*

(vii) whether access for persons with reduced mobility is guaranteed throughout the trip or holiday;

(vii) **upon traveller request**, whether access for persons with **a certain degree of** reduced mobility is guaranteed throughout the trip or holiday;

*Justification*

*Persons with reduced mobility may also, for example, be partially sighted or pregnant. It would surely be going too far to require information to be provided for every possible category. However, this information must always be provided in response to a specific request.*

## **Amendment 61**

### **Proposal for a directive**

#### **Article 4 – paragraph 1 – point c**

*Text proposed by the Commission*

*Amendment*

(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, the fact that the traveller may have to bear such additional costs;

(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, the fact that the traveller may have to bear such additional costs **and the nature of such costs; the**

*total price must be presented in the form of a detailed invoice setting out all the costs of the travel service in a transparent manner;*

## Amendment 62

### Proposal for a directive

#### Article 4 – paragraph 1 – point e

*Text proposed by the Commission*

(e) the minimum number of persons required for the package to take place and *a* time-limit *of at least 20 days* before the start of the package for the possible cancellation if that number is not reached;

*Amendment*

(e) *where appropriate*, the minimum number of persons required for the package to take place and *the* time-limit *referred to in Article 10(3)* before the start of the package for the possible cancellation if that number is not reached;

*Justification*

*A blanket cancellation period of 20 days for all kinds of travel is too rigid: a graduated system is therefore recommended. See the amendment to Article 10(3).*

## Amendment 63

### Proposal for a directive

#### Article 4 – paragraph 1 – point f a (new)

*Text proposed by the Commission*

*Amendment*

*(fa) information on the optional conclusion of an insurance policy to cover the costs of cancellation by the traveller or the cost of repatriation in the event of accident or illness;*

*Justification*

*This provision from the original Directive 90/314/EEC should be retained, as a statutory health insurance policy is not an adequate substitute for such insurance.*

## **Amendment 64**

### **Proposal for a directive**

#### **Article 4 – paragraph 1 – point g a (new)**

*Text proposed by the Commission*

*Amendment*

***(ga) information that, in accordance with Article 10, the traveller or the organiser may terminate the contract at any time before the start of the package and upon the payment of an applicable reasonable standardised termination fee, if any;***

## **Amendment 65**

### **Proposal for a directive**

#### **Article 4 – paragraph 1 – point g b (new)**

*Text proposed by the Commission*

*Amendment*

***(gb) the possibility of transferring the package travel contract to another traveller, and possible limitations on, and consequences of, such transfer.***

## **Amendment 66**

### **Proposal for a directive**

#### **Article 4 – paragraph 1 a (new)**

*Text proposed by the Commission*

*Amendment*

***1a. Where a package holiday is sold through a retailer, the retailer shall provide the traveller without delay with the full information referred to in paragraph 1.***

*Justification*

*The consequences of failure to provide information, or provision of incomplete information, are set out in Article 19.*

## Amendment 67

### Proposal for a directive

#### Article 4 – paragraph 2

*Text proposed by the Commission*

*Amendment*

2. The information referred to in paragraph 1 shall be provided in a clear and prominent manner.

2. The information referred to in paragraph 1 shall be provided in a clear, ***comprehensible*** and prominent manner.

*Justification*

*The wording used in [Recital 34 of] the Consumer Rights Directive is ‘clear and comprehensible’. (The remainder of the amendment concerns the rendering of ‘prominent’ in German and therefore does not affect the English version.)*

## Amendment 68

### Proposal for a directive

#### Article 4 – paragraph 2 a (new)

*Text proposed by the Commission*

*Amendment*

***2a. Where a travel contract is concluded by electronic means, the organiser shall make the traveller aware in a clear and prominent manner, and directly before the traveller places his order, of the information provided for in points (a)(i), (ii), (iii), (iv), (v), (c), and (d) of paragraph 1. The second subparagraph of Article 8(2) of Directive 2011/83/EU shall apply accordingly.***

*Justification*

*Pre-contractual information for the traveller is particularly important where trips are booked online. When booking online the traveller often has no contact person, and has to find the information relevant to his trip on the website himself. Concrete criteria on the way in which such information is to be provided make it easier to enforce the information requirements. This provision is based on Article 8(2) of Directive 2011/83/EU.*

## Amendment 69

### Proposal for a directive

#### Article 4 – paragraph 2 b (new)

*Text proposed by the Commission*

*Amendment*

**2b. As regards compliance with the information requirements laid down in this Chapter, the burden of proof shall be on the trader.**

#### *Justification*

*Since disagreements on compliance with the information requirements may arise between the organiser and the consumer after the conclusion of the contract, the directive should expressly stipulate that in such cases the trader bears the burden of proof regarding compliance with the information requirements to which he is subject under Chapter II. A provision to this effect appears in Article 6(9) of Directive 2011/83/EU on Consumer Rights.*

## Amendment 70

### Proposal for a directive

#### Article 5 – paragraph 1

*Text proposed by the Commission*

*Amendment*

1. Member States shall ensure that the organiser may not change the information made known to the traveller pursuant to points (a), (c), (d), (e) and (g) of Article 4, unless the organiser reserves **the right to make changes to that information and communicates any** changes to the traveller in a clear and prominent manner before the conclusion of the contract.

1. Member States shall ensure that the organiser may not change the information made known to the traveller pursuant to points (a), (c), (d), (e), **(f), (g) and (ga)** of Article 4(1), **which shall form an integral part of the package travel contract and shall not be altered** unless the **contracting parties expressly agree otherwise. All changes to the pre-contractual information shall be communicated** to the traveller **in writing** in a clear and prominent manner before the conclusion of the contract.

#### *Justification*

*Passport and visa requirements and time limits may also change in the countries visited. In that case, the organiser must likewise change this information and above all communicate it.*

## Amendment 71

### Proposal for a directive

#### Article 5 – paragraph 2

##### *Text proposed by the Commission*

2. If the information on additional charges, fees or other costs referred to in point (c) of Article 4 is not provided prior to the conclusion of the contract, the traveller shall not bear those fees, charges or other costs.

##### *Amendment*

2. If the information on additional charges, fees or other costs referred to in point (c) of Article 4(1) is not provided **in writing** prior to the conclusion of the contract, the traveller shall not bear those fees, charges or other costs.

## Amendment 72

### Proposal for a directive

#### Article 5 – paragraph 3

##### *Text proposed by the Commission*

3. At or **immediately** after the conclusion of the contract, the organiser shall provide the traveller with a copy of the contract or a confirmation of the contract on a durable medium.

##### *Amendment*

3. At or **without delay** after the conclusion of the contract, the organiser shall provide the traveller with a copy of the contract or a confirmation of the contract on a durable medium.

##### *Justification*

*It will not always be possible to provide confirmation at the time of the conclusion of the contract or immediately thereafter.*

## Amendment 73

### Proposal for a directive

#### Article 6 – paragraph 1

##### *Text proposed by the Commission*

1. Member States shall ensure that package travel contracts are in plain and intelligible language and, in so far as they are in

##### *Amendment*

*(Does not affect the English version.)*

writing, legible.

#### Amendment 74

##### Proposal for a directive

##### Article 6 – paragraph 2 – introductory part

###### *Text proposed by the Commission*

2. The contract or the confirmation of the contract shall include **all** the information **referred to in** Article 4. It shall include the following additional information:

###### *Amendment*

2. The **text of the** contract or the confirmation of the contract shall **set out the full content of the contract and in particular** the information **pursuant to** Article 4 **which has become an integral part of the contract. The text of the contract or confirmation of the contract** shall include the following additional information:

###### *Justification*

*The amendment seeks to clarify the wording of the Commission proposal which states that information is included in the contract if it is merely ‘referred to in Article 4’. However, the contract can only contain information which has actually been provided. The amendment achieves this clarification by referring to information ‘which has become an integral part of the contract’, in line with the above amendment to Article 5(1).*

#### Amendment 75

##### Proposal for a directive

##### Article 6 – paragraph 2 – point c

###### *Text proposed by the Commission*

**(c) the details of a contact point where the traveller can complain about any lack of conformity which he perceives on the spot;**

###### *Amendment*

**deleted**

#### Amendment 76

##### Proposal for a directive

##### Article 6 – paragraph 2 – point d

*Text proposed by the Commission*

*Amendment*

**(d) the name, geographical address, telephone number and e-mail address of the organiser's local representative or contact point whose assistance a traveller in difficulty could request or, where no such representative or contact point exists, an emergency telephone number or the indication of other ways of contacting the organiser;**

**deleted**

#### **Amendment 77**

##### **Proposal for a directive**

##### **Article 6 – paragraph 2 – point e**

*Text proposed by the Commission*

*Amendment*

**(e) information that the traveller may terminate the contract at any time before the start of the package against payment of an appropriate compensation or a reasonable standardised termination fee if such fees are specified in accordance with Article 10 (1);**

**deleted**

#### **Amendment 78**

##### **Proposal for a directive**

##### **Article 6 – paragraph 2 – point f**

*Text proposed by the Commission*

*Amendment*

**(f) where minors travel on a package that includes accommodation, information enabling direct contact with the minor or the person responsible at the minor's place of stay;**

**(f) where minors travel *unaccompanied by their parents or guardians* on a package that includes accommodation, information enabling direct contact with the minor or the person responsible at the minor's place of stay *by a parent or guardian*;**

## Amendment 79

### Proposal for a directive

#### Article 6 – paragraph 2 – point g

*Text proposed by the Commission*

(g) information on available alternative and online dispute resolution mechanisms

*Amendment*

(g) information on available ***in-house complaint handling procedures and alternative dispute resolution mechanisms pursuant to Directive 2013/11/EU of the European Parliament and of the Council<sup>1a</sup>*** and online dispute resolution mechanisms ***pursuant to Regulation (EU) No 524/2013 of the European Parliament and of the Council<sup>1b</sup>***.

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<sup>1a</sup> ***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).***

<sup>1b</sup> ***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).***

*Justification*

*Both of these legislative instruments have been adopted and should therefore be applied in this form, thus preventing the confusion which might be caused by vague references.*

## Amendment 80

### Proposal for a directive

#### Article 6 – paragraph 3

*Text proposed by the Commission*

*Amendment*

3. The information referred to in paragraph 2 shall be provided in a clear and prominent manner.

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

*Justification*

*The wording 'clear and comprehensible' is taken from the Consumer Rights Directive. (The remainder of the amendment concerns the rendering of 'prominent' in German and therefore does not affect the English version.)*

**Amendment 81**

**Proposal for a directive  
Article 6 – paragraph 4**

*Text proposed by the Commission*

*Amendment*

4. In good time before the start of the package, the organiser shall provide the traveller with ***the necessary receipts, vouchers or tickets, including information on the precise times of departure, intermediate stops, transport connections and arrival.***

4. In good time before the start of the package, the organiser shall provide the traveller with the ***following information:***

***(a) necessary receipts, vouchers or tickets, including information on the precise times of departure, intermediate stops, transport connections and arrival;***

***(b) all relevant contact details in case the traveller perceives any lack of conformity, and details of how the traveller should proceed;***

***(c) the name, geographical address, telephone number and e-mail address of the organiser's local representative or contact point whose assistance a traveller in difficulty could request or, where no such representative or contact point exists, an emergency telephone number or the indication of other ways of contacting the organiser.***

### *Justification*

*This information was transferred from Art. 6 paragraph 2 point (c) and (d) (information given with the confirmation of the contract), because it is more important for the traveller to receive them in good time before the start of the trip.*

## **Amendment 82**

### **Proposal for a directive Article 7 – paragraph 1**

#### *Text proposed by the Commission*

1. Member States shall ensure that a traveller may, after giving the organiser **reasonable** notice on a durable medium before the start of the package, transfer the contract to a person who satisfies all the conditions applicable to that contract.

#### *Amendment*

1. Member States shall ensure that a traveller may, after giving the organiser **or the retailer** notice on a durable medium **within a maximum of seven days** before the start of the package, transfer the contract to a person who satisfies all the conditions applicable to that contract.

### *Justification*

*Undefined periods should be avoided.*

## **Amendment 83**

### **Proposal for a directive Article 7 – paragraph 2**

#### *Text proposed by the Commission*

2. The transferor of the contract and the transferee shall be jointly and severally liable for the payment of the balance due and for any additional fees, charges or other costs arising from the transfer. **Those costs** shall not be unreasonable and **in any case** shall not exceed the actual cost **borne** by the organiser.

#### *Amendment*

2. The transferor of the contract and the transferee shall be jointly and severally liable for the payment of the balance due and for any additional fees, charges or other costs, **if any**, arising from the transfer. **The organiser shall inform the transferor and the transferee about the possible costs of such transfer, which in any case** shall not be unreasonable and shall not exceed the actual cost **incurred** by

the organiser.

#### Amendment 84

##### Proposal for a directive

##### Article 7 – paragraph 2 – subparagraph 1 a (new)

*Text proposed by the Commission*

*Amendment*

***The organiser shall be responsible for providing proof of the additional fees, charges or other costs arising from the transfer of the contract.***

#### Amendment 85

##### Proposal for a directive

##### Article 8 – paragraph 1 – point a

*Text proposed by the Commission*

*Amendment*

(a) in the cost of fuel for the carriage of passengers,

(a) in the ***price of passenger transport services resulting from the*** cost of fuel for the carriage of passengers,

##### *Justification*

*Unless it is undertaking the carriage of passengers itself, the organiser should not reimburse the costs of operators individually but pay them the fees set out in the agreement or schedule of charges, which may vary at different times as a result of fluctuations in fuel prices.*

#### Amendment 86

##### Proposal for a directive

##### Article 8 – paragraph 1 a (new)

*Text proposed by the Commission*

*Amendment*

***1a. A price reduction pursuant to paragraph 1 of 3% or more shall be passed on to the traveller. A price increase pursuant to paragraph 1 may be passed***

*on to the traveller only if the price changes by 3% or more. In the event of a price reduction of 3% or more, the organiser may charge a lump sum of EUR 10 per traveller for administrative expenses.*

*Justification*

*In order to avoid disproportionate effort and costs, a de minimis threshold should be introduced.*

**Amendment 87**

**Proposal for a directive  
Article 8 – paragraph 2**

*Text proposed by the Commission*

2. The price increase referred to in paragraph 1 ***shall not exceed 10%*** of the price of the ***package***.

*Amendment*

2. ***If*** the price increase referred to in paragraph 1 ***exceeds 8%*** of the price of the ***travel, Article 9(2) shall apply***.

*Justification*

*Otherwise a blanket price increase would be perfectly possible and permissible without any requirement to give reasons.*

**Amendment 88**

**Proposal for a directive  
Article 8 – paragraph 3**

*Text proposed by the Commission*

3. The price increase referred to in paragraph 1 shall be valid only if the organiser notifies the traveller ***of it with a justification and calculation*** on a durable medium at the latest 20 days prior to the start of the package.

*Amendment*

3. The price increase referred to in paragraph 1 shall be valid only if the organiser, ***without undue delay***, notifies the traveller ***clearly and comprehensibly*** on a durable medium at the latest 20 days prior to the start of the package ***of the price increase with a justification and calculation***.

## Amendment 89

### Proposal for a directive Article 9 – paragraph 1

#### *Text proposed by the Commission*

1. Member States shall ensure that, before the start of the package, the organiser may not unilaterally change contract terms other than the price, unless:

#### *Amendment*

1. Member States shall ensure that, before the start of the package, the organiser may not unilaterally change contract terms other than the price ***in accordance with Article 8***, unless:

## Amendment 90

### Proposal for a directive Article 9 – paragraph 1 – point b

#### *Text proposed by the Commission*

(b) the change is insignificant and

#### *Amendment*

(b) the change is insignificant ***in particular with regard to the elements set out in points (a) and (d) of Article 4(1);*** and

## Amendment 91

### Proposal for a directive Article 9 – paragraph 1 a (new)

#### *Text proposed by the Commission*

#### *Amendment*

***1a. A change in the terms of a contract shall in particular be considered to be significant within the meaning of paragraph 2 of this Article if the time of departure and return provided in accordance with point (a)(ii) of Article 4(1) diverges by more than three hours from the actual time of departure or return or, if it is not within the part of the day indicated in the pre-contractual information.***

## Amendment 92

### Proposal for a directive

#### Article 9 – paragraph 2 – introductory part

##### *Text proposed by the Commission*

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 defined in point (a) of Article 4 or special requirements as referred to in point (a) of Article 6(2), the organiser shall without undue delay inform the traveller in a clear and prominent manner on a durable medium of:

##### *Amendment*

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 defined in point (a) of Article 4(1) or special requirements as referred to in point (a) of Article 6(2) **or to increase the price of the travel by more than 8% of the contractual price in accordance with Article 8(2)**, the organiser shall without undue delay inform the traveller in a clear and prominent manner on a durable medium of:

## Amendment 93

### Proposal for a directive

#### Article 9 – paragraph 2 – point a

##### *Text proposed by the Commission*

(a) the proposed changes and

##### *Amendment*

(a) the proposed changes **and their impact on the price of the package;** and

## Amendment 94

### Proposal for a directive

#### Article 9 – paragraph 2 – point b

##### *Text proposed by the Commission*

(b) the fact that the traveller may terminate the contract without penalty within a specified reasonable time-limit **and that otherwise the proposed alteration will be considered as accepted.**

##### *Amendment*

(b) the fact that the traveller may terminate the contract without penalty within a specified reasonable time-limit **or accept an alternative equivalent travel package offered by the organiser;**

##### *Justification*

*If travellers are only given a right of termination, they will be left with no short-term*

*alternative, as no suitable – and suitably priced – replacement is likely to be available shortly before a trip is due to begin. Organisers must therefore offer an alternative.*

## **Amendment 95**

### **Proposal for a directive**

#### **Article 9 – paragraph 2 – point b a (new)**

*Text proposed by the Commission*

*Amendment*

***(ba) the fact that the proposed change to the contract shall be deemed to have been accepted if the traveller has not exercised the right of termination or accepted an alternative travel package offered by the organiser.***

## **Amendment 96**

### **Proposal for a directive**

#### **Article 9 – paragraph 3**

*Text proposed by the Commission*

*Amendment*

3. Where the changes to the contract referred to in paragraph 2 result in a package of lower quality or cost, the traveller shall be entitled to an appropriate price reduction.

3. Where the changes to the contract ***or the alternative travel package offered as*** referred to in paragraph 2 result in a package of lower quality or cost, the traveller shall be entitled to an appropriate price reduction.

## **Amendment 97**

### **Proposal for a directive**

#### **Article 9 – paragraph 4**

*Text proposed by the Commission*

*Amendment*

4. If the contract is terminated pursuant to point (b) of paragraph 2, the organiser shall refund all payments received from the traveller within ***fourteen*** days ***after*** the contract ***is terminated***. The traveller shall, where appropriate, be entitled to compensation in accordance with Article

4. If the contract is terminated pursuant to point (b) of paragraph 2, the organiser shall refund all payments received from the traveller within 14 days ***of the termination of the contract, including payments for ancillary services booked through the organiser, such as travel insurance,***

12.

***cancellation insurance or additional activities on the spot booked in advance.***  
The traveller shall, where appropriate, be entitled to compensation in accordance with Article 12.

*Justification*

*All costs arising from the booking must be fully reimbursed.*

**Amendment 98**

**Proposal for a directive  
Article 10 – paragraph 1**

*Text proposed by the Commission*

1. Member States shall ensure that the traveller may terminate the contract before the start of the package against payment of an appropriate compensation to the organiser. The contract may specify reasonable standardised termination fees based on the time of the termination and the customary cost savings and income from alternative deployment of the travel services. In the absence of standardised termination fees, the amount of the compensation shall correspond to the price of the package minus the expenses saved by the organiser.

*Amendment*

1. Member States shall ensure that the traveller may terminate the contract before the start of the package against payment of an appropriate compensation to the organiser. The contract may specify reasonable standardised termination fees based on the time of the termination and the customary cost savings and income from alternative deployment of the travel services. In the absence of standardised termination fees, the amount of the compensation shall correspond to the price of the package minus the expenses ***proved to have been*** saved by the organiser ***which cannot be recovered from the travel service providers or through alternative deployment of those services. Fees due for the termination of the contract, including administrative fees, shall not be disproportionate or excessive. The organiser shall provide a justification for the calculation of the amount of the compensation or the standardised termination fees. The burden of proof that the compensation is appropriate shall be on the organiser.***

### *Justification*

*Standardised termination fees and compensations do not usually correspond to the real costs borne by the organiser. The termination of a contract by a traveller before the start of the package could give the organiser unjustifiably higher profits through the alternative deployment of the travel services in combination with too high standardised termination fees or compensation. Only the organiser can indicate what expenses he is saving. Only he knows the expenses incurred elsewhere.*

## **Amendment 99**

### **Proposal for a directive Article 10 – paragraph 2**

#### *Text proposed by the Commission*

2. The traveller shall have the right to terminate the contract before the start of the package without compensation in the event of unavoidable and extraordinary circumstances occurring at the place of destination or its immediate vicinity and significantly affecting the package.

#### *Amendment*

2. ***Once the travel contract has been concluded***, the traveller shall have the right to terminate the contract before the start of the package without compensation in the event of unavoidable and extraordinary circumstances occurring at ***or on the way to*** the place of destination or ***in*** its immediate vicinity and significantly affecting the package ***which mean that the organiser has to make significant alterations to the essential elements of the package travel contract. Such unavoidable and extraordinary circumstances shall be deemed to exist, for example, if the package is significantly affected by warfare or a natural disaster. Unavoidable and extraordinary circumstances shall in particular be deemed to exist where reliable and publicly available reports, such as recommendations issued by Member State authorities, advise against travelling to the place of destination.***

### *Justification*

*Unavoidable and extraordinary circumstances leading to significant alterations in the travel contract may also occur on the way from the traveller's home to his place of destination. This addition is consistent with the wording of Recital 26, which, for the sake of clarity, should also be incorporated into the operative part of the legislative text. The right to terminate the*

*contract may not apply if the traveller booked the package in the knowledge that extraordinary circumstances prevailed at the place of destination.*

## **Amendment 100**

### **Proposal for a directive**

#### **Article 10 – paragraph 2 a (new)**

*Text proposed by the Commission*

*Amendment*

***2a. Travellers shall be entitled to terminate the contract before the start of the package without penalty in case of unavoidable and exceptional circumstances affecting them, for example a serious accident, serious illness or death in the family, provided that such incidents are appropriately documented.***

*Justification*

*Given that organisers are entitled cancel package trips in case of unavoidable and exceptional circumstances (Article 10(3)(b)), the same should apply to travellers also.*

## **Amendment 101**

### **Proposal for a directive**

#### **Article 10 – paragraph 3 – introductory part**

*Text proposed by the Commission*

*Amendment*

3. The organiser may terminate the contract without paying compensation to the traveller, *if*:

3. The organiser may terminate the contract without paying compensation to the traveller, ***only in the following cases***:

## **Amendment 102**

### **Proposal for a directive**

#### **Article 10 – paragraph 3 – point a**

*Text proposed by the Commission*

*Amendment*

(a) the number of persons enrolled for the

(a) the number of persons enrolled for the

package is smaller than the minimum number stated in the contract and the organiser notifies the traveller of the termination within the period fixed in the contract **and** not later than **20 days before the start of the package; or**

package is smaller than the minimum number stated in the contract and the organiser notifies the traveller of the termination within the period fixed in the contract **but** not later than:

**(i) 20 days before the start of the package in the case of trips lasting more than six days,**

**(ii) seven days before the start of the package in the case of trips lasting between two and six days,**

**(iii) 48 hours before the start of the package in the case of one-day trips, or**

#### *Justification*

*The blanket time limit of 20 days for all types of package is too rigid, and should be replaced by graduated time limits based on the proven Austrian system. This makes sense for both parties: for the undertaking, but above all for the consumer, because it is not in the latter's interests for a one-day trip to be cancelled solely on the grounds that the organiser is required by law to finalise the number of participants 20 days in advance.*

### **Amendment 103**

#### **Proposal for a directive Article 11 – paragraph 2**

##### *Text proposed by the Commission*

2. If any of the services are not performed in accordance with the contract, the organiser shall remedy the lack of conformity, **unless this is** disproportionate.

##### *Amendment*

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

#### *Justification*

*Seeks to bring about uniformity and coherence between these provisions and the rules on price reduction and compensation (Article 12(3b)).*

## Amendment 104

### Proposal for a directive Article 11 – paragraph 3

#### *Text proposed by the Commission*

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

#### *Amendment*

3. Where a significant proportion of the services cannot be provided as agreed in the contract, the organiser shall make suitable alternative arrangements, at no extra cost to the traveller, for the continuation of the package, ***with service quality at least equivalent to that specified under the contract***, including where the traveller's return to the place of departure is not provided as agreed.

## Amendment 105

### Proposal for a directive Article 11 – paragraph 4

#### *Text proposed by the Commission*

4. If it is impossible for the organiser to offer suitable alternative arrangements or the traveller does not accept the alternative arrangements proposed because they are not comparable to what was agreed in the contract, the organiser shall, insofar as the package includes the carriage of passengers, provide the traveller at no extra cost with equivalent transport to the place of departure or to another place to which the traveller has agreed and shall, ***where appropriate***, compensate the traveller in accordance with Article 12.

#### *Amendment*

4. If it is impossible for the organiser to offer suitable alternative arrangements or the traveller does not accept the alternative arrangements proposed because they are not comparable to what was agreed in the contract, the organiser shall, insofar as the package includes the carriage of passengers, provide the traveller at no extra cost with equivalent transport to the place of departure or to another place to which the traveller has agreed and shall, ***where the services agreed in the contract have not been provided***, compensate the traveller in accordance with Article 12. ***Compensation shall be made within 14 days.***

## Amendment 106

### Proposal for a directive Article 11 – paragraph 4 a (new)

*Text proposed by the Commission*

*Amendment*

***4a. If paragraph 4 applies, the traveller may terminate the contract where the lack of conformity is significant and subsequent performance is not possible or is unsuccessful.***

## Amendment 107

### Proposal for a directive Article 11 – paragraph 5

*Text proposed by the Commission*

*Amendment*

5. As long as it is impossible to ensure the traveller's timely return because of unavoidable and extraordinary circumstances, the organiser shall not bear the cost for the continued stay exceeding **EUR 100 per night and three** nights per traveller.

5. As long as it is impossible to ensure the traveller's timely return because of unavoidable and extraordinary circumstances, the organiser shall not bear the cost for the continued stay exceeding **five** nights per traveller. ***The organiser shall arrange accommodation consistent with the category of hotel originally booked. The traveller may book accommodation himself only if the organiser expressly states that he is unwilling or unable to do so. In such cases, the organiser may limit the cost of accommodation to EUR 125 per night per traveller.***

### *Justification*

*A compromise acceptable to all parties must be found on this issue. If the organiser arranges accommodation himself, he should bear the cost for up to five nights, with no ceiling applied. If the traveller is required to book accommodation, however, the relevant reimbursement should cover up to three nights' accommodation with no ceiling applied or up to five nights' subject to a ceiling of EUR 100 per night.*

## Amendment 108

### Proposal for a directive Article 11 – paragraph 6

#### *Text proposed by the Commission*

6. The limitation of costs referred to in paragraph 5 shall not apply to persons with reduced mobility, as defined in Regulation (EC) No 1107/2006 of the European Parliament and of the Council **of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air**<sup>28</sup>, and any person accompanying them, pregnant women and unaccompanied children, as well as persons in need of specific medical assistance, provided 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 costs referred to in paragraph 5 if the relevant transport provider may not rely on such circumstances under applicable Union legislation.

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<sup>28</sup> OJ L 204, 26.7.2006, p. 1.

#### *Amendment*

6. The limitation of costs referred to in paragraph 5 shall not apply to persons with reduced mobility, as defined in Regulation (EC) No 1107/2006 of the European Parliament and of the Council<sup>28</sup>, and any person accompanying them, pregnant women and unaccompanied children, as well as persons in need of specific medical assistance, provided the organiser has been notified of their particular needs **at the time of conclusion of the package travel contract or, if that is not possible,** at least 48 hours before the start of the package. The organiser may not invoke unavoidable and extraordinary circumstances to limit the costs referred to in paragraph 5 if the relevant transport provider may not rely on such circumstances under applicable Union legislation.

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<sup>28</sup> **Regulation (EC) No 1107/2006 of the European Parliament and of the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air** (OJ L 204, 26.7.2006, p. 1).

## Amendment 109

### Proposal for a directive Article 11 – paragraph 7 a (new)

#### *Text proposed by the Commission*

#### *Amendment*

**7a. Member States may maintain or introduce provisions which provide that the retailer is also liable for the**

*performance of the package and therefore bound by the obligations arising from this Article and point (b) of Article 6(2), Articles 12, 15(1) and 16.*

#### **Amendment 110**

##### **Proposal for a directive Article 11 – paragraph 7 b (new)**

*Text proposed by the Commission*

*Amendment*

***7b. Any right to compensation of the traveller under Regulation (EC) No 261/2004 is independent of any right to compensation of the traveller under this Directive. If the traveller is entitled to compensation under both Regulation (EC) No 261/2004 and this Directive, the traveller shall be entitled to present claims under both legal acts, but may not cumulate rights under both legal acts in relation to the same facts if the rights protect the same interest or have the same objective.***

#### **Amendment 111**

##### **Proposal for a directive Article 12 – paragraph 4**

*Text proposed by the Commission*

*Amendment*

4. Insofar as international conventions binding the Union limit the extent of or the conditions under which compensation is to be paid by a provider carrying out a service which is part of a package, the same limitations shall apply to the organiser. Insofar as international conventions not binding the Union limit compensation to be paid by a service provider, Member States may limit compensation to be paid by the organiser accordingly. In other cases, the

4. Insofar as international conventions binding the Union limit the extent of or the conditions under which compensation is to be paid by a provider carrying out a service which is part of a package, the same limitations shall apply to the organiser. Insofar as international conventions not binding the Union limit compensation to be paid by a service provider, Member States may limit compensation to be paid by the organiser accordingly. In other cases, the

contract may limit compensation to be paid by the organiser as long as that limitation does not apply to personal injury **and** damage caused intentionally or with gross negligence and does not amount to less than three times the total price of the package.

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 gross negligence and does not amount to less than three times the total price of the package.

## Amendment 112

### Proposal for a directive Article 12 – paragraph 5

#### *Text proposed by the Commission*

5. Any right to compensation or price reduction under this Directive shall not affect the rights of travellers under Regulation (EC) No 261/2004<sup>29</sup>, Regulation (EC) No 1371/2007<sup>30</sup>, Regulation (EU) No 1177/2010<sup>31</sup> and Regulation (EU) No 181/2011<sup>32</sup>. Travellers shall be entitled to present claims under this Directive and under those Regulations, **but may not, in relation to the same facts, cumulate** rights under different legal bases **if the rights safeguard the same interest or have the same objective**.

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<sup>29</sup> OJ L 46, 17.2.2004, p. 1.

<sup>30</sup> OJ L 315, 3.12.2007, p. 14.

<sup>31</sup> OJ L 334, 17.2.2010, p. 1.

<sup>32</sup> OJ L 55, 28.2.2011, p. 1.

#### *Amendment*

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<sup>30</sup>, Regulation (EU) No 1177/2010<sup>31</sup> and Regulation (EU) No 181/2011<sup>32</sup>. Travellers shall be entitled to present claims under this Directive and under those Regulations, **in particular claims for additional compensation**. Rights under different legal bases **which relate to the same facts may not be cumulated**.

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<sup>30</sup> **Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations** (OJ L 315, 3.12.2007, p. 14).

<sup>31</sup> **Regulation (EU) No 1177/2010 of the European Parliament and of the Council of 24 November 2010 concerning the rights of passengers when travelling by sea and inland waterway and amending Regulation (EC) No 2006/2004** (OJ L 334, 17.2.2010, p. 1).

<sup>32</sup> **Regulation (EU) No 181/2011 of the European Parliament and of the Council of 16 February 2011 concerning the**

*Justification*

*This amendment is consistent with the amendments to the air passenger rights regulation and takes account of the case pending before the CJEC (Doc. XZR/111/12).*

**Amendment 113**

**Proposal for a directive  
Article 12 – paragraph 6**

*Text proposed by the Commission*

6. The prescription period for introducing claims under this Article shall not be shorter than *one year*.

*Amendment*

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

*Justification*

*The one-year prescription period provided for in Article 12(6) is too short: it should be at least three years, in order to safeguard consumers' right to a legal remedy.*

**Amendment 114**

**Proposal for a directive  
Article 14 – paragraph 1 – introductory part**

*Text proposed by the Commission*

Member States shall ensure that the organiser gives *prompt* assistance to the traveller in difficulty, in particular by:

*Amendment*

Member States shall ensure that the organiser gives *appropriate* assistance *without undue delay* to the traveller in difficulty, in particular by:

**Amendment 115**

**Proposal for a directive  
Article 14 – paragraph 1 – point b**

*Text proposed by the Commission*

*Amendment*

(b) assisting the traveller **in making** distance communications and alternative travel arrangements.

(b) assisting the traveller **to make** distance communications and **helping the traveller to source** alternative travel arrangements.

*Justification*

*It should be clarified that, where there is no lack of conformity with the package contract, the organiser's liability is simply to assist in sourcing alternative travel arrangements not in providing or paying for them.*

**Amendment 116**

**Proposal for a directive  
Article 14 – paragraph 2**

*Text proposed by the Commission*

*Amendment*

The organiser shall be able to charge a reasonable fee for such assistance if the situation is caused by the traveller's negligence or intent.

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

**Amendment 117**

**Proposal for a directive  
Article 15 – paragraph 1**

*Text proposed by the Commission*

*Amendment*

1. Member States shall ensure that organisers and retailers facilitating the procurement of **assisted** travel arrangements established in their territory obtain a security for the effective and **prompt** refund of all payments made by travellers and, insofar as carriage of passengers is included, for the travellers' effective and prompt repatriation in the

1. Member States shall ensure that organisers **of packages** and retailers **of linked travel arrangements** facilitating the procurement of **linked** travel arrangements established in their territory obtain a security for the effective and **immediate** refund of all payments made by travellers and, insofar as carriage of passengers is included, for the travellers' effective and

event of insolvency.

prompt repatriation in the event of insolvency. ***Where that is possible, continuation of the trip shall be offered.***

*Justification*

*It seems necessary to clearly indicate who is responsible for which insolvency. Otherwise traders will not get any kind of insurance anymore due to the lack of calculability.*

**Amendment 118**

**Proposal for a directive**

**Article 16 – paragraph 1 a (new)**

*Text proposed by the Commission*

*Amendment*

***1a. Member States shall allow organisers of packages, retailers facilitating the procurement of linked travel arrangements and passenger carriers established outside of their territory or outside the Union to obtain insolvency protection under their national insolvency protection schemes.***

*Justification*

*Some Member States restrict the membership in their national insolvency protection schemes to companies established on their territory, which is a clear case of discrimination and a significant hurdle to the functioning of the Single Market.*

**Amendment 119**

**Proposal for a directive**

**Article 16 – paragraph 4**

*Text proposed by the Commission*

*Amendment*

4. If a Member State has doubts about the insolvency protection of an organiser or of a retailer facilitating the procurement of ***assisted*** travel arrangements which is established in a different Member State ***and is operating on its territory***, it shall seek clarification from the Member State

4. If a Member State has doubts about the insolvency protection of an organiser or of a retailer facilitating the procurement of ***linked*** travel arrangements which is established in a different Member State, it shall seek clarification from the Member State of establishment. Member States

of establishment. Member States shall respond to requests from other Member States at the latest within 15 working days of receiving them.

shall respond to requests from other Member States at the latest within 15 working days of receiving them.

*Justification*

*Leaving the text unchanged would create a liability loophole. The amendment should be seen in conjunction with Article 15(1).*

**Amendment 120**

**Proposal for a directive**

**Article 17 – paragraph 1 – point b a (new)**

*Text proposed by the Commission*

*Amendment*

***(ba) that the traveller will, however, benefit from the rights granted by Directive 2011/83/EU except where that Directive provides otherwise.***

*Justification*

*It is useful to clarify the relationship with the Consumer Rights Directive, which remains at least partially applicable, notably for certain travel services that lie outside the scope of packages, and for transport contracts.*

**Amendment 121**

**Proposal for a directive**

**Article 17 – paragraph 1 a (new)**

*Text proposed by the Commission*

*Amendment*

***Where the trader facilitating the procurement of assisted travel arrangements has not complied with the requirements set out in point b of paragraph 1 of this Article, the traveller shall enjoy all the guarantees and the rights granted by this Directive in respect of package travel.***

## **Amendment 122**

### **Proposal for a directive Article 17 a (new)**

*Text proposed by the Commission*

*Amendment*

#### **Article 17a**

***Information of the retailer regarding additional travel services booked in the framework of linked travel arrangements through linked online booking processes***

***Traders providing additional travel services in the framework of linked travel arrangements as defined in point b of point 5 of Article 3, shall ensure that the retailer concerned is properly informed of the confirmed booking of additional travel services, which shall, when taken together with the first travel service booked, constitute a linked travel arrangement, thereby triggering the liability and obligations of the retailer incumbent on it under this Directive.***

#### *Justification*

*The current proposal does not foresee an obligation of information from traders providing additional travel services in the framework of an ATA via linked online booking processes (article 3.5 (b)) to the retailer regarding the additional services booked. The retailer needs nonetheless to know if additional services have been booked further to the e-targeting of the traveller, and if so which ones, to determine whether if the combination falls under the scope of this Directive as ATA. Indeed, if it is the case, this will trigger the liability provisions and other obligations of the retailer provided by this Directive.*

## **Amendment 123**

### **Proposal for a directive Article 17 b (new)**

*Text proposed by the Commission*

*Amendment*

#### **Article 17b**

***Traders facilitating the procurement of  
linked travel arrangements online***

***Traders facilitating the procurement of  
linked travel arrangements online shall  
not hide or provide in an unclear,  
unintelligible or ambiguous manner the  
option of not booking any further services  
or ancillary services. Such option shall  
always be pre-selected by default.***

**Amendment 124**

**Proposal for a directive  
Article 18**

*Text proposed by the Commission*

Where the organiser is established outside the EEA, the retailer established in a Member State shall be subject to the obligations laid down for organisers in Chapters IV and V, unless the retailer provides evidence that the organiser complies with Chapters IV and V.

*Amendment*

Where the organiser is established outside the EEA, the retailer established in a Member State shall be subject to the obligations laid down for organisers in Chapters IV and V, unless the retailer provides evidence that the organiser complies with Chapters IV and V. ***Where an organiser, which is established outside the EEA, acts as retailer, existing liability for compensation in respect of the breach of other aspects of the contractual duty of care shall apply. Those provisions shall be without prejudice to other national retailer liability rules.***

**Amendment 125**

**Proposal for a directive  
Article 18 a (new)**

*Text proposed by the Commission*

*Amendment*

***Article 18a***

***Obligations of organisers or retailers  
established outside the EEA***

***Member States shall ensure that an***

*organiser of packages or a retailer facilitating the procurement of linked travel arrangements established outside the EEA and directly selling in a Member State territory shall be subject to the obligations laid down in this Directive.*

#### *Justification*

*Member States should ensure that all packages and linked travel arrangements sold in their territory should be covered by the provisions of this Directive, not simply those of organisers and retailers established in their territory. Travellers purchasing packages and linked travel arrangements in a Member State should be entitled to rely on the protection under the Directive irrespective of where the organiser or retailer is established.*

#### **Amendment 126**

##### **Proposal for a directive Article 18 b (new)**

*Text proposed by the Commission*

*Amendment*

#### *Article 18b*

##### *Formal requirements for contracts*

- 1. Member States shall ensure that all contracts covered by this Directive are in plain and intelligible language and, insofar as they are in writing, legible. The language of the contract shall be the same as that of the pre-contractual information.*
- 2. The contract shall be provided in a durable medium. With respect to off-premises contracts, the contract shall be provided also on paper.*
- 3. If the contract is concluded by telephone, the trader shall confirm the offer to the traveller on a durable medium and the traveller shall only be bound when he signs the contract or sends his written agreement on a durable medium.*

## Amendment 127

### Proposal for a directive Article 19

#### *Text proposed by the Commission*

Member States shall ensure that a retailer who has agreed to arrange the booking of a package or **assisted** travel arrangements or who facilitates the booking of such services shall be liable errors occurring in the booking process, such errors are attributable to the traveller or to unavoidable and extraordinary circumstances.

#### *Amendment*

Member States shall ensure that a retailer who has agreed to arrange the booking of a package or **linked** travel arrangements or who facilitates the booking of such services, shall be liable **for failure to provide with the information provided by the organiser pursuant to Article 4(1), for providing incomplete information or for making** errors occurring in the booking process **in case they are actually occurred in the booking process. A retailer shall not be held liable where** such errors are attributable to the traveller or to unavoidable and extraordinary circumstances. **In the context of linked travel arrangement based on the procurement of additional travel services from another trader in a targeted manner through linked online booking processes as referred to in point (b) of point 5 of Article 3, the retailer shall not be liable for booking errors resulting from errors committed by that trader. In that case, Member States shall ensure that the trader providing the additional travel services shall be liable for the errors occurring in the booking process of such services.**

#### *Justification*

*Retailers should only be responsible for booking errors when they actually take part in the booking process. If, in the case of an ATA using linked online booking processes based on the transfer between traders of targeted information including travel destination and travel period (see amendment on article 3.5(b)), the trader providing the additional services makes booking mistakes, the latter should be the one liable for the booking errors, and not the retailer who had no control over the booking of additional services.*

## Amendment 128

### Proposal for a directive Article 20

#### *Text proposed by the Commission*

In cases where an organiser or, in accordance with Articles 15 or 18, a retailer pays compensation, grants price reduction or meets the other obligations incumbent on **it** under this Directive, **no provision of this Directive or of national law may be interpreted as restricting its** right to seek redress from any third parties which contributed to the event triggering compensation, price reduction or other **obligations**.

#### *Amendment*

**1.** In cases where an organiser or, in accordance with Articles 15 or 18, a retailer pays compensation, grants price reduction or meets the other obligations incumbent on **him or her** 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 **obligation**.

**2. The right to seek redress referred to in paragraph 1 shall also include the right of organisers and retailers to seek redress from travel services providers where an organiser or retailer is obliged to pay a compensation to a traveller under this Directive and the traveller at the same time has a right to compensation under other applicable Union law, including but not restricted to Regulation (EC) No 261/2004 and Regulation (EC) No 1371/2007. That right to seek redress may not be restricted in a contract.**

**3. Member States shall ensure that any restrictions on the right to seek redress referred to in paragraph 1 are reasonable and proportionate, in accordance with the applicable national law.**

#### *Justification*

*The article is unclear as to whether it recognises a right to redress for organisers or not. It may then be interpreted in 2 different ways. On the one hand the provision could be read as implying the recognition of such right, the details of which are left for national law. On the other hand, the provision could also be read as simply safeguarding the choice made at the national level to determine if and to what extent there is such right. This amendment clarifies that this right:*

- *Shall exist for organisers in national law*

- *Exists where a traveller may also claim compensation under other EU law.*

## **Amendment 129**

### **Proposal for a directive Article 22**

#### *Text proposed by the Commission*

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

#### *Amendment*

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

***Member States shall furthermore ensure that adequate mechanisms are in place to ensure that no misleading practices from traders or organisers are in place, in particular creating an expectation on the part of consumer of rights and guarantees that are not provided for in the relevant contract.***

## **Amendment 130**

### **Proposal for a directive Article 26 – paragraph 1**

#### *Text proposed by the Commission*

Directive 90/314/EC is repealed as of [**18** months after the entry into force of this Directive].

#### *Amendment*

Directive 90/314/EC is repealed as of [**24** months after the entry into force of this Directive].

## **Amendment 131**

### **Proposal for a directive Article 27 – paragraph 1**

#### *Text proposed by the Commission*

1. Member States shall adopt and publish, by [**18** months after the entry into force of this Directive] at the latest, the laws, regulations and administrative provisions necessary to comply with this Directive.

#### *Amendment*

1. Member States shall adopt and publish, by [**24** months after the entry into force of this Directive] at the latest, the laws, regulations and administrative provisions necessary to comply with this Directive.

They shall forthwith communicate to the Commission the text of those **provisions**.

They shall forthwith communicate to the Commission the text of those **measures**.

#### *Justification*

*The proposed time-frame for implementing the directive (18 months) is inadequate, given the length of the legislative process and the impact of the regulations on businesses, which have to be given enough time to adapt their business activities to the new provisions. The time-frame for the adoption of the necessary provisions by the Member States should be extended appropriately. This amendment complements the amendments made by the rapporteur, which call for all deadlines to be 24 months.*

#### **Amendment 132**

##### **Proposal for a directive Article 27 – paragraph 1**

###### *Text proposed by the Commission*

1. Member States shall adopt and publish, by [18 months after the entry into force of this Directive] at the latest, the laws, regulations and administrative provisions necessary to comply with this Directive. They shall forthwith communicate to the Commission the text of those provisions.

###### *Amendment*

*(Does not affect the English version.)*

#### **Amendment 133**

##### **Proposal for a directive Article 27 – paragraph 2**

###### *Text proposed by the Commission*

2. They shall apply those **provisions** from [18 months after the entry into force of this Directive].

###### *Amendment*

2. They shall apply those **measures** from [24 months after the entry into force of this Directive].

## EXPLANATORY STATEMENT

### General remarks

Your rapporteur welcomes the revision of Directive 90/314/EEC on package travel, package holidays and package tours, in particular in view of the need to ensure that its provisions apply to the online travel business. It should be borne in mind, however, that the holiday travel market is constantly developing, in particular online, and that new business concepts are being devised all the time. If the directive is not already to be out of date when it is adopted, its scope should therefore not be too narrow or too specific. One thing must be prevented at all costs: the development of business models with the sole purpose of circumventing the directive. On the other hand it is important that existing business models which are working well and are beneficial to **consumers** remain in operation. It is therefore desirable not to over-regulate 'click-throughs', because this would have a disproportionate impact on businesses and could otherwise result in such models ceasing to be available at all. This should be avoided, in the interests of travellers, as, particularly on line, they benefit from links to further offers. In this context it is important to distinguish between pure advertising and numerous options and targeted, specific individual offers which supplement travel. The imperative nature of the directive and the obligation on the part of the Member States to enforce it, to guarantee the effectiveness and scope of the insolvency protection provisions and to lay down penalties – and to impose those penalties in the event of non-compliance by undertakings – are therefore of particular relevance in this context, as are mutual recognition of the insolvency protection provisions and administrative cooperation between Member States. In addition, it is particularly important that the Member States should work together with the Commission to raise public awareness of the rights deriving from this directive and to draw attention to the types of package to which the directive does and does not apply. Steps must also be taken to ensure that the new directive does not overlap with the existing regulations on passenger rights. The key point is that the accumulation of rights should only be possible if more than one claim is being asserted. The undertakings involved must be able to seek redress from one another. National law would then determine the internal travel-industry arrangements for dealing with claims. For the passenger, however, the party to contact should always be the organiser, as the internal legal position is irrelevant to him.

### Full or minimum harmonisation

As a common internal market is one of the objectives of the European Union, passengers should enjoy uniform protection and clear rights, which should not differ on account of their living in different Member States. The committee has therefore decided in favour of full harmonisation in the interests of European consumers and, on competition grounds, European undertakings as well. In order to guarantee a uniform approach, a new article, headed 'Level of harmonisation', which takes over verbatim Article 4 of the Consumer Rights Directive, has been incorporated into the revised directive. Under the terms of that article, Member States may not maintain or introduce national legal provisions which diverge from the provisions of this directive, unless otherwise provided for by the directive itself.

On this basis, only a single exception, enabling Member States to adopt more far-reaching and differing provisions, has been permitted. It concerns the liability of organisers and/or retailers. Here, with reference to Articles 6, 11, 12, 15 and 16, Member States have been given the

option of retaining or introducing further provisions.  
The aim must be to raise, not lower, the overall level of protection.

### **Scope and definition**

The scope of the directive should not cover packages put together and made available by natural or legal persons which do not secure any financial gain, either directly or indirectly, from this activity. Package travel organised for non-commercial purposes, for example by football clubs, schools, universities or charitable organisations, should not give rise to insolvency insurance requirements or liability. This would be unreasonable.

In Article 2, the conditions governing the exclusion of business travel from the scope of the directive must also be clarified. The existence of a framework contract should be a requirement, but it should not be mandatory for the trader offering the package to be a specialist in the arrangement of business travel. In addition, it must be clear that the framework contract is concluded with the traveller's employer in its capacity as a legal person.

Also in Article 2, the derogation concerning ancillary contracts has been broadened to encompass ancillary services provided as a subsidiary element of the package. The purpose of this amendment is to ensure that traders, in particular small local travel agencies, do not unwittingly become package tour organisers simply by booking transport to the point of departure, for example a rail journey to the airport of departure, thus rendering themselves liable in respect of the entire package, alongside the actual organiser.

The only criterion for package travel or assisted travel should be the combination of different travel services such as accommodation, transport and car hire. Arrangements which consist of a combination of two ancillary services or a main service combined with an insignificant ancillary service should not fall within the scope of this directive. The same applies to transport contracts which involve the provision of accommodation, such as train journeys by sleeping car or ferry journeys with cabin accommodation. Cruises and multi-day train journeys with off-train accommodation should be covered, however, as they are clearly packages which combine a number of separate elements and do not only involve the provision of a transport service.

In order not to impose a disproportionate burden on the hotel sector, overnight stays in hotels which are combined with tickets for musicals or wellness treatments should be excluded if the ancillary service is clearly not the main feature of the trip. When it comes to determining whether an ancillary service does or does not constitute a 'significant' proportion of the package, the threshold of 25 % of the total price should not be the sole criterion; instead, due account must be taken of the nature of the trip, the wish clearly expressed by the traveller when booking the trip, or the description of the trip given by the organiser when it was booked. It is important to establish a clear distinction between package travel and 'assisted travel arrangements' and to clarify the burden of liability, in particular in respect of the provision of pre-contractual information.

### **Pre-contractual information and withdrawal**

Excessive obligations should not be imposed on organisers in respect of the provision of pre-contractual information. For example, it would be disproportionate to require them to specify the language or languages in which all activities will be carried out or whether access for persons with reduced mobility is guaranteed throughout the trip. Information about suitability for persons with reduced mobility should, however, be provided on request. In contrast, it is

particularly important that comprehensive contact details should be provided in the pre-contractual information or in the contract, particularly to enable travellers to lodge complaints concerning lack of conformity.

Travellers should be able at any time to withdraw from the contract against payment of appropriate compensation. The burden of proof regarding the appropriateness of the compensation should lie with the organiser, since only he can outline what costs he has incurred, or not incurred, as a result of the withdrawal. Should a package be significantly affected by unavoidable and extraordinary circumstances, such as warfare or a natural disaster, but not by family circumstances or illness, the traveller should be able to withdraw without being required to pay compensation. This rule must not apply, however, if the relevant circumstances prevailed prior to the booking of the package and the traveller was aware of them.

### **Changes to the package, price reductions or price increases**

In certain cases it may be necessary for the organiser to alter the package travel contract unilaterally because of changes or price rises on the part of a third party. If such a change concerns a main component of the package, which is significantly affected as a result, the traveller should have the right to withdraw from the contract without suffering any financial loss. He or she must then be able to withdraw from the entire package, including any ancillary services which have been booked. A price increase may be passed on only if it exceeds 3 % of the total cost of the package. Any price reduction which exceeds 3 % of the total cost must be passed on. In the event of a price reduction, the organiser may charge an administrative fee of up to EUR 10 per traveller. Price changes must always be justified in writing. As the legal consequence of a price increase of more than 8 % or of a permissible, significant change to the package travel contract, in addition to the right of withdrawal with no financial penalty the traveller should also be given the option of taking up an equivalent package. A right of withdrawal in itself is frequently of no use to a traveller if he or she can then not book an equivalent package at short notice. This is particularly relevant in the high season or for (small) groups of travellers or families. Accordingly, travellers must be able to choose between three options: accepting the package at the increased price, accepting the alternative package offered or withdrawing from the package travel contract with the right to immediate reimbursement of the cost already paid, including all ancillary expenses. If a traveller fails to reply to the letter informing him or her of the changes to the package travel contract or the price increase of more than 8 %, the package will be deemed to have been accepted at the increased price. The burden of proof in respect of the provision of this information should lie with the organiser.

### **Travellers in difficulties**

If, in the course of a trip, a traveller encounters difficulties which are not attributable to the organiser, the latter should nevertheless be required to provide appropriate assistance immediately. This should include the provision of information, practical assistance, for example as regards telecommunications, or alternative travel arrangements. This must not serve to impose a financial burden on the organiser, however, since the circumstances which the traveller encounters at his or her place of destination are entirely outside the organiser's control. Travellers must either pay the expenses incurred themselves or claim their reimbursement from a third party who is deemed responsible. At all events, the organiser should be required, as part of the pre-contractual information, to draw attention to the advisability of taking out travel insurance and cancellation insurance.

**Insolvency protection**

It is important to make provision for comprehensive insolvency protection. This must encompass not only financial guarantees, but also the guarantee of immediate repatriation should a traveller be 'stranded' in a Member State which is not his or her home country. Travellers must be protected against the insolvency of the organiser, the retailer or an undertaking involved in providing the assisted travel arrangements. In that connection, however, it should be made clear that in the context of insolvency the repatriation of travellers should not necessarily take place immediately, as this might give rise to a situation in which repatriation was mandatory even though the travellers in question were only at the beginning of their holiday. Instead, a continuation of the trip should be offered if possible.

**No-fault liability**

The issue of no-fault liability is also highly significant. The possibility of introducing a rule making provision for liability of this kind should not be dismissed out of hand. For example, it is only right that, as in the case of the revision of the air passenger rights regulation (Regulation (EC) No 261/2004), the organiser should bear some measure of liability if it is not possible to ensure the traveller's timely return because of unavoidable and extraordinary circumstances (Article 11). However, the situation in the package travel sector is not entirely comparable with that in the passenger aviation sector, where the only issue is the provision of a transport service. At all events, the organiser should arrange accommodation, taking account of the category booked. Travellers may only do this themselves if the organiser has explicitly stated that he will not comply with this obligation. Accommodation must be provided for up to five nights, with a ceiling of EUR 125 per night.

The rapporteur's aim is to strike a balance between the interests of consumers and those of the travel industry. The ultimate outcome should be a set of readily understandable, clearly structured provisions which are robust enough to cope with future developments, which ensure that a variety of business models can be retained or extended and which offer all interest groups adequate protection in the long term.



05.02.2014

## **OPINION OF THE COMMITTEE ON TRANSPORT AND TOURISM**

for the Committee on the Internal Market and Consumer Protection

on the proposal for a directive of the European Parliament and of the Council on package travel and assisted travel arrangements amending Regulation (EC) No 2006/2004, Directive 2011/83/EU and repealing Council Directive 90/314/EEC (COM(2013)0512 – C7-0215/2013 – 2013/0246(COD))

Rapporteur: Bogusław Liberadzki

### **SHORT JUSTIFICATION**

#### **I. Revision of the Package Travel Directive**

Consumers are in particular need of protection when travelling, which is the reason why the Package Travel Directive was adopted in 1990. The travel market has however changed significantly since then. The development of online sales and the liberalisation in the airline sector have changed the way in which consumers organise their holidays. Consumers are increasingly taking a more active role in tailoring their holidays to their specific requirements, notably by using the internet to combine travel arrangements rather than choosing from ready-made packages.

These developments create growing uncertainties as to which situations and transactions benefit from the EU package travel rules and which are excluded. Consumers often find themselves ignorant of the sort of protection they can expect in a given situation. It is thus obvious that the legislation has to be updated in order to cover selling patterns which did not exist when the current Directive was adopted.

#### **II. Rapporteur's overall position**

Your Rapporteur welcomes the Commission's proposal to clarify and modernise the scope of travellers' protection when purchasing combinations of travel services for the same trip or holiday by bringing in particular on-line packages and assisted travel arrangements within the scope of the revised Directive. This will lead to increased transparency for all market players.

Your Rapporteur's objectives are to:

- Ensure a more competitive and fairer level playing field for the businesses operating in the travel market.
- Ensure that all consumers benefit from a high level of protection when purchasing a combination of travel services, irrespective of the distribution channel, whilst ensuring that compliance costs will be reasonable for the new players falling under the revised scope of the Directive.
- Ensure that travellers are better informed about the travel products they are buying and are granted access to clearer and more effective remedies if something goes wrong.

To that end, your Rapporteur is proposing a number of amendments aimed at strengthening the objectives of the Commission proposal. These amendments cover, inter alia, the following issues:

### **i) Scope**

As the market evolves quicker than legislation, it is necessary to define which combinations of travel services (offline or online) will be covered by the scope of the Directive. The Rapporteur believes that broadening the definition of “package” is necessary and this should cover most of the combinations of travel services sold to consumers. However, the value of “Assisted Travel Arrangements” should be recognised as a solution to make the Directive future-proof and provide an appropriate level of protection for the consumer in case of insolvency of one of the service providers.

### **ii) Stand-alone travel services**

In some respects, it could be argued that the scope of the proposed Directive is not wide enough. “Package travel” is becoming more and more outdated. Since the adoption of the Directive in 1990, the tourism and travel market has seen significant changes and consumer preferences and attitudes have also evolved within this market. For example, independent contracts for a single travel service are explicitly exempt from the Directive. Consumer organisations have reported several cases of consumer detriment in the sale of stand-alone travel services. To that end, your Rapporteur is proposing that traders selling such services should comply with some minimum requirements under this Directive. A legal lacuna in this area would be problematic in a market where the trend is to increasingly develop sales of stand-alone services by third parties and where consumers tend to organise their travel independently.

### **iii) Level of harmonisation**

An explicit provision concerning the degree of harmonisation is lacking in the current proposal. Full harmonisation provides a uniform level of consumer protection across the EU, but prevents Member States from adopting, where necessary, more stringent provisions in favour of consumers as it is now the case with the current Directive. In many Member States, the proposed review would reduce current national consumer protection standards, particularly when it comes to contract law provisions. The Rapporteur is in favour of a targeted harmonisation approach.

#### **iv) Insolvency protection**

In order to ensure fair competition and to protect consumers, the current obligation for organisers of packages to provide sufficient evidence of security for the refund of pre-payments and the repatriation of travellers in the event of insolvency should also apply to assisted travel arrangements. It should be also emphasised that the carrier plays a key role in ensuring the effective running of a package travel. Your Rapporteur is therefore proposing the extension of protection against insolvency to passenger carriers.

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Given the fragmentation of the legislation in the field of traveller protection as well as the rapid development of the travel and tourism market always evolving ahead of legislation, your Rapporteur considers that the appropriate way forward for the future would be to reflect about a comprehensive instrument in the field of traveller rights. Consumers are increasingly departing from the idea of package tours. Hence, the chosen concept of “Package and assisted travel arrangements” only covers part of the common practice. A single instrument on travel services would be all the more important since most of the consumer protection directives expressly exclude the transport sector from their scope of application.

## AMENDMENTS

The Committee on Transport and Tourism calls on the Committee on the Internal Market and Consumer Protection, as the committee responsible, to take into account the following amendments:

### Amendment 1

#### Proposal for a directive Recital 5

##### *Text proposed by the Commission*

(5) In accordance with Article 26(2) of the Treaty, the internal market is to comprise an area without internal frontiers in which the free movement of goods and services and the freedom of establishment are ensured. The harmonisation of *certain* aspects of package contracts and *assisted* travel arrangements is necessary for the creation of a real consumer internal market in this area, striking the right balance between a high level of consumer protection and the competitiveness of businesses.

##### *Amendment*

(5) In accordance with Article 26(2) of the Treaty, the internal market is to comprise an area without internal frontiers in which the free movement of goods and services and the freedom of establishment are ensured. The harmonisation of *appropriate* aspects of package contracts and *linked* travel arrangements is necessary for the creation of a real consumer internal market in this area, striking the right balance between a high level of consumer protection and the competitiveness of businesses.

### Amendment 2

#### Proposal for a directive Recital 8

##### *Text proposed by the Commission*

(8) Since travel services may be combined in many different ways, it is appropriate to consider as packages all combinations of travel services that display features which travellers typically associate with packages, notably that separate travel services are bundled together into a single travel product *for which the organiser*

##### *Amendment*

(8) Since travel services may be combined in many different ways, it is appropriate to consider as packages all combinations of travel services that display features which travellers typically associate with packages, notably that separate travel services are bundled together into a single travel product. In accordance with the case

***assumes responsibility for proper performance.*** In accordance with the case law of the Court of Justice of the European Union<sup>16</sup>, it should make no difference whether travel services are combined before any contact with the traveller or at the request of or according to the selection made by the traveller. The same principles should apply irrespective of whether the booking is made through a high street travel agent or online.

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<sup>16</sup> See Judgment in Case C-400/00 Club Tour, Viagens e Turismo SA v. Alberto Carlos Lobo Gonçalves Garrido and Club Med Viagens Ld, ECR 2002, I-04051.

law of the Court of Justice of the European Union<sup>16</sup>, it should make no difference whether travel services are combined before any contact with the traveller or at the request of or according to the selection made by the traveller. The same principles should apply irrespective of whether the booking is made through a high street travel agent or online.

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<sup>16</sup> See Judgment in Case C-400/00 Club Tour, Viagens e Turismo SA v. Alberto Carlos Lobo Gonçalves Garrido and Club Med Viagens Ld, ECR 2002, I-04051.

### **Amendment 3**

#### **Proposal for a directive Recital 13**

##### *Text proposed by the Commission*

(13) Particular rules should be laid down for both high street and on-line retailers which assist travellers, on the occasion of a single visit or contact with their own point of sale, in concluding separate contracts with individual service providers and for online retailers which, through linked online booking processes, facilitate the procurement of additional travel services from another trader in a targeted manner, at the latest when the booking of the first service is confirmed. These rules would apply for example, where, along with the confirmation of the booking of a first travel service such as a flight or a train journey, a consumer receives an invitation to book an additional travel service available at the chosen travel destination, for instance hotel accommodation, with a link to the booking site of another service provider or intermediary. While those arrangements do

##### *Amendment*

(13) Particular rules should be laid down for both high street and on-line retailers which assist travellers, on the occasion of a single visit or contact with their own point of sale, in concluding separate contracts with individual service providers and for online retailers which, through linked online booking processes, facilitate the procurement of additional travel services from another trader in a targeted manner, at the latest when the booking of the first service is confirmed. These rules would apply for example, where, along with the confirmation of the booking of a first travel service such as a flight or a train journey, a consumer receives an invitation to book an additional travel service available at the chosen travel destination, for instance hotel accommodation, with a link to the booking site of another service provider or intermediary. While those arrangements do

not constitute packages within the meaning of this Directive as there can be no confusion that a single **organiser** has assumed the responsibility for the travel services, such **assisted** arrangements constitute an alternative business model that often competes closely with packages.

not constitute packages within the meaning of this Directive as there can be no confusion that a single **trader** has assumed the responsibility for the travel services, such **linked travel** arrangements constitute an alternative business model that often competes closely with packages.

#### **Amendment 4**

##### **Proposal for a directive Recital 15 a (new)**

*Text proposed by the Commission*

*Amendment*

***(15a) It is important to ensure that travellers are aware of whether they are choosing a package travel or a linked travel arrangement and the corresponding level of protection before making the payment.***

#### **Amendment 5**

##### **Proposal for a directive Recital 15 b (new)**

*Text proposed by the Commission*

*Amendment*

***(15b) Travellers that wish to continue to compile their own holidays outside of the scope of this Directive, albeit without the same level of protection provided therein, they should be informed of this before payment is made.***

#### **Amendment 6**

##### **Proposal for a directive Recital 17**

*Text proposed by the Commission*

(17) Other **tourist** services, such as admission to concerts, sport events, excursions or event parks are services that, in combination with either carriage of passengers, accommodation and/or car rental, should be considered as capable of constituting a package or **an assisted** travel arrangement. However, such packages should only fall within the scope of this Directive if the relevant **tourist** service accounts for a significant proportion of the package. Generally, the **tourist** service should be considered as a significant proportion of the package if it accounts for more than 20% of the total price or otherwise represents an essential feature of the trip or holiday. Ancillary services, such as travel insurance, transport of luggage, meals and cleaning provided as part of accommodation, should not be considered as tourist services in their own right.

*Amendment*

(17) Other services, such as admission to concerts, sport events, excursions or event parks are services that, in combination with either carriage of passengers, accommodation and/or car rental, should be considered as capable of constituting a package or **a linked** travel arrangement. However, such packages should only fall within the scope of this Directive if the relevant service accounts for a significant proportion of the package. Generally, the service should be considered as a significant proportion of the package if **it is specifically stated that it** accounts for more than 20% of the total price or otherwise represents an essential feature of the trip or holiday **for the trader and the traveller**. Ancillary services, such as, in particular, travel insurance, **transport between the station and the place of accommodation, transport to the place of departure for the travel and as part of excursions, transport of luggage, sale of ski passes, bicycle rental, rental of other vehicles or means of transportation**, meals and cleaning provided as part of accommodation, should not be considered as tourist services in their own right.

**Amendment 7**

**Proposal for a directive**  
**Recital 18**

*Text proposed by the Commission*

(18) It should also be clarified that contracts by which a trader entitles the traveller after the conclusion of the contract to choose among a selection of different types of travel services, such as in the case of a package travel gift box, should constitute a package. Moreover, a

*Amendment*

(18) It should also be clarified that contracts by which a trader entitles the traveller after the conclusion of the contract to choose among a selection of different types of travel services, such as in the case of a package travel gift box, should constitute a package. Moreover, a

combination of travel services should be considered as a package where the traveller's name or **particulars** needed to conclude the booking transaction are transferred between the traders **at the latest when the booking of the first service is confirmed. Particulars needed to conclude a booking transaction relate to credit card details or other information necessary to obtain a payment. On the other hand, the mere transfer of particulars** such as the travel destination or travel times **should not be sufficient.**

combination of travel services should be considered as a package where the traveller's name or **other booking data** needed to conclude the booking transaction are transferred between the traders. **Booking data may be any information related to the first booking** such as the travel destination or travel times.

#### *Justification*

*Any transfer of data between linked online booking processes should be sufficient to create an ATA when it results in the combination of travel services for the same trip. It would be very difficult for consumers to understand what type of holiday they have booked if they had to distinguish between types of data transferred.*

### **Amendment 8**

#### **Proposal for a directive Recital 19**

*Text proposed by the Commission*

*Amendment*

**(19) Since there is less need to protect travellers in cases of short-term trips, and in order to avoid unnecessary burden for traders, trips lasting less than 24 hours which do not include accommodation as well as occasionally organised packages, should be excluded from the scope of this Directive.**

**deleted**

#### *Justification*

*There is no rationale for placing consumers at risk and without the benefit of the remedies available under the Directive simply because of the short duration of the package or because the organiser only sells such holidays 'occasionally'. Travellers may be confronted with as many problems as with any other package, whereas the risk for the trader is lower due to the short duration of trips lasting less than 24 hours.*

## Amendment 9

### Proposal for a directive Recital 23 a (new)

*Text proposed by the Commission*

*Amendment*

***(23a) In light of new communication technologies which can help to ensure that travellers have access to up-to-date information at the time of booking and the growing trend to book travel packages online, there is no longer a need for specific rules requiring printed brochures.***

## Amendment 10

### Proposal for a directive Recital 26

*Text proposed by the Commission*

*Amendment*

(26) Since packages are often purchased a long time before their performance, unforeseen events may occur. Therefore the traveller should, under certain conditions, be entitled to transfer a package to another traveller. In such situations, the organiser should be able to recover his expenses, for instance if a sub-contractor requires a fee for changing the name of the traveller or for cancelling a transport ticket and issuing a new one. Travellers should also have the possibility of cancelling the contract at any time before the start of the package against paying appropriate compensation, as well as the right to terminate the contract without paying compensation where unavoidable and extraordinary circumstances *like* warfare ***or a natural disaster*** will significantly affect the package. Unavoidable and extraordinary circumstances should in particular be deemed to exist where reliable and publicly available reports, such as recommendations issued by Member State authorities, advise against travelling

(26) Since packages are often purchased a long time before their performance, unforeseen events may occur. Therefore the traveller should, under certain conditions, be entitled to transfer a package to another traveller. In such situations, the organiser should be able to recover his expenses, for instance if a sub-contractor requires a fee for changing the name of the traveller or for cancelling a transport ticket and issuing a new one. Travellers should also have the possibility of cancelling the contract at any time before the start of the package against paying appropriate compensation, as well as the right to terminate the contract without paying compensation where unavoidable and extraordinary circumstances ***related to*** warfare, ***natural disasters, public health, public order or terrorism*** will significantly affect the package. Unavoidable and extraordinary circumstances should in particular be deemed to exist where reliable and publicly available reports, such as recommendations issued by Member

to the place of destination.

State authorities, advise against travelling to the place of destination.

## **Amendment 11**

### **Proposal for a directive Recital 28**

#### *Text proposed by the Commission*

(28) In certain cases organisers should be allowed to make unilateral changes to the package travel contract. However, travellers should have the right to terminate the contract if the proposed alterations change significantly any of the main characteristics of the travel services. Price increases should be possible only if there has been a change in the cost of fuel for the carriage of passengers, in taxes or fees imposed by a third party not directly involved in the performance of the included travel services or in the exchange rates relevant to the package and if both an upward and downward revision of the price is expressly reserved in the contract. Price increases should be limited to **10%** of the price of the package.

#### *Amendment*

(28) In certain cases organisers should be allowed to make unilateral changes to the package travel contract. However, travellers should have the right to terminate the contract if the proposed alterations change significantly any of the main characteristics of the travel services. Price increases should be possible only if there has been a change in the cost of fuel for the carriage of passengers, in taxes or fees imposed by a third party not directly involved in the performance of the included travel services or in the exchange rates relevant to the package and if both an upward and downward revision of the price is expressly reserved in the contract. Price increases should be limited to **5%** of the price of the package.

#### *Justification*

*A limit of 10% would represent a disproportionate burden on the traveller especially in cases where the price of the package is high or/and when there are many participants connected to one package, like families (each member paying an additional 10%). Several national legislations that allow prices to be increased establish a lower percentage than 10%, in other countries the increase is not allowed at all or the traveller can cancel the contract following an increase.*

## **Amendment 12**

### **Proposal for a directive Recital 30**

(30) In order to ensure consistency, it is appropriate to align the provisions of this Directive with international conventions covering travel services and with the Union legislation on passenger rights. Where the organiser is liable for failure to perform or improper performance of the services included in the package travel contract, the organiser should be able to invoke the limitations of the liability of service providers set out in such international conventions as the Montreal Convention of 1999 for the Unification of certain Rules for International Carriage by Air<sup>18</sup>, the Convention of 1980 concerning International Carriage by Rail (COTIF)<sup>19</sup> and the Athens Convention of 1974 on the Carriage of Passengers and their Luggage by Sea<sup>20</sup>. Where it is impossible, because of unavoidable and extraordinary circumstances, to ensure the traveller's return to the place of departure, the organiser's obligation to bear the cost of the travellers' continued stay at the place of destination should be aligned with the Commission's proposal<sup>21</sup> aimed to amend Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights<sup>22</sup>.

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<sup>18</sup> 2001/539/EC: Council Decision of 5 April 2001 on the conclusion by the European Community of the Convention for the Unification of Certain Rules for International Carriage by Air (the Montreal Convention) (OJ L 194, 18.07.2001, P. 38).

<sup>19</sup> 2013/103/EU: Council Decision of 16 June 2011 on the signing and conclusion of the Agreement between the European

(30) In order to ensure consistency, it is appropriate to align the provisions of this Directive with international conventions covering travel services and with the Union legislation on passenger rights. Where the organiser **and/or the retailer** is liable for failure to perform or improper performance of the services included in the package travel contract, the organiser **and/or the retailer** should be able to invoke the limitations of the liability of service providers set out in such international conventions as the Montreal Convention of 1999 for the Unification of certain Rules for International Carriage by Air<sup>18</sup>, the Convention of 1980 concerning International Carriage by Rail (COTIF)<sup>19</sup> and the Athens Convention of 1974 on the Carriage of Passengers and their Luggage by Sea<sup>20</sup>. Where it is impossible, because of unavoidable and extraordinary circumstances, to ensure the traveller's return to the place of departure, the organiser's obligation to bear the cost of the travellers' continued stay at the place of destination should be aligned with the Commission's proposal<sup>21</sup> aimed to amend Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights<sup>22</sup>.

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<sup>18</sup> 2001/539/EC: Council Decision of 5 April 2001 on the conclusion by the European Community of the Convention for the Unification of Certain Rules for International Carriage by Air (the Montreal Convention) (OJ L 194, 18.07.2001, P. 38).

<sup>19</sup> 2013/103/EU: Council Decision of 16 June 2011 on the signing and conclusion of the Agreement between the European

Union and the Intergovernmental Organisation for International Carriage by Rail on the Accession of the European Union to the Convention concerning International Carriage by Rail (COTIF) (OJ L 51, 23.2.2013, p. 1).

<sup>20</sup> 2012/22/EU: Council Decision of 12 December 2011 concerning the accession of the European Union to the Protocol of 2002 to the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 1974, with the exception of Articles 10 and 11 thereof (OJ L 8, 12.1.2012, p. 1).

<sup>21</sup> Proposal for a Regulation of the European Parliament and of the Council amending Regulation (EC) No 261/2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights and Regulation (EC) No 2027/97 on air carrier liability in respect of the carriage of passengers and their baggage by air - COM/2013/130 final.

<sup>22</sup> OJ L 46, 17.2.2004, p. 1

Union and the Intergovernmental Organisation for International Carriage by Rail on the Accession of the European Union to the Convention concerning International Carriage by Rail (COTIF) (OJ L 51, 23.2.2013, p. 1).

<sup>20</sup> 2012/22/EU: Council Decision of 12 December 2011 concerning the accession of the European Union to the Protocol of 2002 to the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 1974, with the exception of Articles 10 and 11 thereof (OJ L 8, 12.1.2012, p. 1).

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<sup>22</sup> OJ L 46, 17.2.2004, p. 1

### *Justification*

*Packages and assisted travel arrangements are characterised by the existence of several types of travel service which are not supplied or provided by the same organiser. It should be specified that this provision applies to the organiser and/or the retailer supplying or providing the service. This specification also allows future changes in patterns of consumption and booking to be taken into account.*

## **Amendment 13**

### **Proposal for a directive Recital 31**

#### *Text proposed by the Commission*

(31) This Directive should not affect the rights of travellers to present claims both under this Directive and under any other

#### *Amendment*

(31) This Directive should not affect the rights of travellers to present claims both under this Directive and under any other

relevant Union legislation, so that travellers will continue to have the possibility to address claims to the organiser, the carrier or any other liable party, or, as the case may be, to several parties. It should be clarified that they may not cumulate rights under different legal bases if the rights safeguard the same interest or have the same objective. The organiser's liability is without prejudice to the right to seek redress from third parties, including service providers.

relevant Union legislation, so that travellers will continue to have the possibility to address claims to the organiser **and/or the retailer**, the carrier or any other liable party, or, as the case may be, to several parties. It should be clarified that they may not cumulate rights under different legal bases if the rights safeguard the same interest or have the same objective. The organiser's **and/or the retailer's** liability is without prejudice to the right to seek redress from third parties, including service providers.

#### *Justification*

*Packages and assisted travel arrangements are characterised by the existence of several types of travel service which are not supplied or provided by the same organiser. It should be specified that this provision applies to the organiser and/or the retailer supplying or providing the service. This specification also allows future changes in patterns of consumption and booking to be taken into account.*

### **Amendment 14**

#### **Proposal for a directive**

#### **Recital 34**

##### *Text proposed by the Commission*

(34) Member States should ensure that travellers purchasing a package or **an assisted** travel arrangement are fully protected against the insolvency of the organiser, of the retailer having facilitated the **assisted** travel arrangement or of any of the service providers. Member States in which package organisers and retailers facilitating **assisted** travel arrangements are established should ensure that traders offering such combinations of travel services provide security for the refund of all payments made by travellers and for their repatriation in the event of insolvency. While retaining discretion as to the way in which insolvency protection is granted, Member States should ensure that

##### *Amendment*

(34) Member States should ensure that travellers purchasing a package or **a linked** travel arrangement are fully protected against the insolvency of the organiser, of the retailer having facilitated the **linked** travel arrangement or of any of the service providers. Member States in which package organisers and retailers facilitating **linked** travel arrangements are established should ensure that traders offering such combinations of travel services provide security for the refund of all payments made by travellers and for their repatriation in the event of insolvency. While retaining discretion as to the way in which insolvency protection is granted, Member States should ensure that their national

their national insolvency protection schemes are effective and able to guarantee prompt repatriation and the refund of all travellers affected by the insolvency. The required insolvency protection should take into account the actual financial risk of the activities of the organiser, relevant retailer or service provider, including the type of combination of travel services they sell, foreseeable seasonal fluctuations as well as the extent of pre-payments and the way in which these are secured. In accordance with Directive 2006/123/EC of the European Parliament and of the Council of 12 December 2006 on services in the internal market<sup>25</sup>, in cases where insolvency protection may be provided in the form of a guarantee or an insurance policy, such security may not be limited to attestations issued by financial operators established in a particular Member State.

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<sup>25</sup> OJ L376, 27.12.2006, p. 36.

insolvency protection schemes are effective and able to guarantee prompt repatriation and the refund of all travellers affected by the insolvency. ***Where a traveller would prefer to complete the package or linked travel arrangement, rather than obtain a full refund, the insolvency protection should, where possible, provide for the fulfilment of existing contracts, in order to enable the package or linked travel arrangement to continue at no additional cost to the traveller.*** The required insolvency protection should take into account the actual financial risk of the activities of the organiser, relevant retailer or service provider, including the type of combination of travel services they sell, foreseeable seasonal fluctuations as well as the extent of pre-payments and the way in which these are secured. In accordance with Directive 2006/123/EC of the European Parliament and of the Council of 12 December 2006 on services in the internal market<sup>25</sup>, in cases where insolvency protection may be provided in the form of a guarantee or an insurance policy, such security may not be limited to attestations issued by financial operators established in a particular Member State.

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<sup>25</sup> OJ L376, 27.12.2006, p. 36.

### *Justification*

*Insolvency protection systems should have the flexibility to meet consumer preference wherever possible. This includes arranging for the fulfilment of existing contracts where travellers want to complete their holiday or if near departure, keep their existing plans.*

## **Amendment 15**

### **Proposal for a directive** **Recital 37**

*Text proposed by the Commission*

*Amendment*

(37) It is appropriate to protect travellers in situations where a retailer arranges the booking of a package **or an assisted** travel arrangement **and where the retailer** makes mistakes in the booking process.

(37) It is appropriate to protect travellers in situations where **an organiser and/or** a retailer **who** arranges the booking of a package, **a linked** travel arrangement **or a stand-alone travel service** makes mistakes in the booking process.

**Amendment 16**

**Proposal for a directive**  
**Recital 38**

*Text proposed by the Commission*

*Amendment*

(38) It is also appropriate to confirm that **consumers** may not waive rights stemming from this Directive and organisers or traders facilitating **assisted** travel arrangements may not escape from their obligations by claiming that they are simply acting as a service provider, an intermediary or in any other capacity.

(38) It is also appropriate to confirm that **travellers** may not waive rights stemming from this Directive and organisers **and/or retailers**, or traders facilitating **linked** travel arrangements, may not escape from their obligations by claiming that they are simply acting as a service provider, an intermediary or in any other capacity.

*Justification*

*Packages and assisted travel arrangements are characterised by the existence of several types of travel service which are not supplied or provided by the same organiser. It should be specified that this provision applies to the organiser and/or the retailer supplying or providing the service. This specification also allows future changes in patterns of consumption and booking to be taken into account.*

**Amendment 17**

**Proposal for a directive**  
**Recital 41 a (new)**

*Text proposed by the Commission*

*Amendment*

**(41a) An international convention on package travel should be promoted in the UN World Tourism Organisation, to act**

*as a common legal basis for all countries  
that are members of that Organisation.*

*Justification*

*The global dimension of tourism means that a further step forward needs to be taken, to align  
EU legislation with that of non-EU countries.*

**Amendment 18**

**Proposal for a directive  
Article 1**

*Text proposed by the Commission*

This Directive is to contribute to the proper functioning of the internal market and to the achievement of a high level of consumer protection by approximating ***certain*** aspects of the laws, regulations and administrative provisions of the Member States in respect of contracts on package travel and ***assisted*** travel arrangements concluded between travellers and traders.

*Amendment*

This Directive is to contribute to the proper functioning of the internal market and to the achievement of a high level of consumer protection by approximating ***appropriate*** aspects of the laws, regulations and administrative provisions of the Member States in respect of contracts on package travel and ***linked*** travel arrangements concluded between travellers and traders.

**Amendment 19**

**Proposal for a directive  
Article 2 – paragraph 1**

*Text proposed by the Commission*

1. This Directive shall apply to packages offered for sale or sold by traders to travellers, ***with the exception of Article 17, and to assisted*** travel arrangements ***with the exception of Articles 4 to 14, Articles 18 and Article 21(1).***

*Amendment*

1. This Directive shall apply, ***under the conditions and to the extent set out in its respective provisions,*** to packages offered for sale or sold by traders to travellers, ***linked*** travel arrangements ***and stand-alone travel services.***

**Amendment 20**

**Proposal for a directive  
Article 2 – paragraph 2 – point a**

*Text proposed by the Commission*

*Amendment*

**(a) packages and assisted travel arrangements covering a period of less than 24 hours unless overnight accommodation is included;**

**deleted**

*Justification*

*There is no rationale for placing consumers at risk and without the benefit of the remedies available under the Directive simply because of the short duration of the package or because the organiser only sells such holidays ‘occasionally’. Travellers may be confronted with as many problems as with any other package, whereas the risk for the trader is lower due to the short duration of trips lasting less than 24 hours.*

## **Amendment 21**

### **Proposal for a directive**

#### **Article 2 – paragraph 2 – point c**

*Text proposed by the Commission*

*Amendment*

(c) packages and **assisted** travel arrangements purchased on the basis of a framework contract between the **traveller's employer** and a trader **specialising in the arrangement of business travel**;

(c) packages and **linked** travel arrangements purchased on the basis of a framework contract between **a business on whose behalf** the **traveller is travelling** and a trader;

*Justification*

*The exclusion as proposed by the Commission only concerns traders specialised in the sale of business travel, creating an uneven level playing field among travel agents selling both leisure and business travel services.*

## **Amendment 22**

### **Proposal for a directive**

#### **Article 2 – paragraph 2 – point d**

*Text proposed by the Commission*

*Amendment*

(d) packages where not more than one travel service as referred to in points (a), (b), and (c) of Article 3(1) is combined with a travel service as referred to in point

(d) packages where not more than one travel service as referred to in points (a), (b), and (c) of Article 3(1) is combined with a travel service as referred to in point

(d) of Article 3(1) if this service does not account for a significant proportion of the package; or

(d) of Article 3(1) if this service does not account for a significant proportion of the package **or it is not marketed as the main element of the trip**; or

## **Amendment 23**

### **Proposal for a directive**

#### **Article 2 – paragraph 2 – point e**

*Text proposed by the Commission*

*Amendment*

***(e) stand-alone contracts for a single travel service.***

***deleted***

#### *Justification*

*Consumer organisations have reported several cases of consumer detriment in the sale of stand-alone services. Thus, there is a need to establish certain minimum obligations on the sellers of those services, irrespective of whether they sell those services directly or act as intermediaries, so as to ensure a level playing field between all traders. A legal lacuna in this area would be problematic in a market where consumers tend increasingly to organise their travel independently.*

## **Amendment 24**

### **Proposal for a directive**

#### **Article 2 – paragraph 2 a (new)**

*Text proposed by the Commission*

*Amendment*

***2a. Member States may decide not to apply the exception referred to in point (c) of paragraph 2 to packages, linked travel arrangements or stand-alone travel services purchased on the basis of a framework contract with a non-governmental organisation, start-up or micro and small-sized enterprise.***

#### *Justification*

*The exclusion of packages and assisted travel arrangements (ATAs) purchased on the basis of a framework contract with the traveller's employer should not apply to NGOs and small businesses who do not have the same financial means as larger companies. This would be in*

*coherence with the Consumer Rights Directive (CRD) which allows Members States to apply the Directive to NGOs, start-ups or small and medium-sized enterprises (see Recital 13 of the CRD).*

## **Amendment 25**

### **Proposal for a directive**

#### **Article 2 – paragraph 2 b (new)**

*Text proposed by the Commission*

*Amendment*

***2b. This Directive shall not prevent traders from offering travellers contractual arrangements which go beyond the protection provided for in this Directive.***

*Justification*

*This provision is in line with Article 3(6) of the Consumer Rights Directive.*

## **Amendment 26**

### **Proposal for a directive**

#### **Article 2 a (new)**

*Text proposed by the Commission*

*Amendment*

#### **Article 2a**

##### **Level of harmonisation**

***This Directive shall not preclude Member States from maintaining or introducing, in their national law, more stringent provisions in the field covered by this Directive to ensure a higher level of consumer protection, unless otherwise provided for in this Directive.***

*Justification*

*The proposal does not contain a clear provision concerning the degree of harmonisation of the Directive. Full harmonisation would prevent Member States from adopting, where necessary, more stringent provisions in favour of consumers as it is now the case with the current Package Travel Directive. In many Member States, the proposed review would reduce current national consumer protection standards. A targeted harmonisation approach is*

*necessary.*

## **Amendment 27**

### **Proposal for a directive Article 3 – point 1 – point c**

*Text proposed by the Commission*

c) *car* rental or

*Amendment*

c) rental *of cars* or *other vehicles or of other means of transport*; or

## **Amendment 28**

### **Proposal for a directive Article 3 – point 1 – point d**

*Text proposed by the Commission*

d) any other tourist service not ancillary to carriage of passengers, accommodation or *car* rental;

*Amendment*

d) any other tourist service not ancillary to carriage of passengers, accommodation or rental *of cars or other vehicles or of other means of transport*.

### *Justification*

*Only including car hire could create difficulties in that none of the other categories of transport where consumers might hire a means of conveyance (a boat or a bicycle for instance) would not be included.*

## **Amendment 29**

### **Proposal for a directive Article 3 – point 2 – introductory part**

*Text proposed by the Commission*

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

*Amendment*

(2) ‘package’ means a combination of at least two different types of travel services for the purpose of the same trip or holiday, *irrespective of the distribution channel*, if:

## Amendment 30

### Proposal for a directive

#### Article 3 – point 2 – point b – introductory part

*Text proposed by the Commission*

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

*Amendment*

(b) irrespective of whether separate contracts are concluded with individual travel service providers, those services **meet any of the following criteria**:

*Justification*

*It should be clear to consumers and business that the criteria are intended to be individual, not cumulative. Each criterion alone is sufficient for a combination to qualify as a “package” (Recital 10 refers to “alternative criteria”).*

## Amendment 31

### Proposal for a directive

#### Article 3 – point 2 – point b – point i

*Text proposed by the Commission*

(i) purchased from a single point of sale within the same booking process,

*Amendment*

(i) purchased from a single point of sale within the same booking process, **including cases where separate billing is applied by the organiser or the retailer of the package,**

*Justification*

*The current Directive applies also where separate billing is involved (see Article 2(1) of Directive 90/314/EEC).*

## Amendment 32

### Proposal for a directive

#### Article 3 – point 2 – point b – point v

*Text proposed by the Commission*

v) purchased from separate traders through linked online booking processes where the traveller's name or **particulars** needed to

*Amendment*

v) purchased from separate traders through linked online booking processes where the traveller's name or **other booking data**

conclude a booking transaction are transferred between the traders ***at the latest when the booking of the first service is confirmed;***

needed to conclude a booking transaction are transferred between the traders;

### Amendment 33

#### Proposal for a directive

#### Article 3 – point 5 – introductory part

##### *Text proposed by the Commission*

(5) ‘***assisted*** travel arrangement’ means a combination of at least two different types of travel services for the purpose of the same trip or holiday, not constituting a package, resulting in the conclusion of separate contracts with the individual travel service providers, if a retailer facilitates the combination:

##### *Amendment*

(5) ‘***linked*** travel arrangement’ means a combination of at least two different types of travel services for the purpose of the same trip or holiday, not constituting a package, resulting in the conclusion of separate contracts with the individual travel service providers, if ***one of those service providers or*** a retailer facilitates the combination:

##### *Justification*

*The proposed text is unclear in respect of the creation of an ATA where a trader sells a travel service in its own name and then facilitates the creation of a contract between the traveller and another service provider. The amendment clarifies that where the retailer sells its own service (such as an airline selling a plane ticket or a train company selling a rail ticket) combining it with accommodation or another tourist service, this combination would be within the scope of the Directive.*

### Amendment 34

#### Proposal for a directive

#### Article 3 – point 5 – point a

##### *Text proposed by the Commission*

(a) ***on the basis of separate bookings*** on the occasion of a single visit or contact with the point of sale; or

##### *Amendment*

(a) ***where the traveller selects and agrees to pay for each travel service separately*** on the occasion of a single visit or contact with the point of sale, ***provided that he is informed in a clear and prominent manner and on a durable medium before being bound by any contract that he will not benefit from any of the rights granted***

*by this Directive exclusively to package travellers unless he purchases the combination of travel services under the conditions referred to in point 2(b); or*

## Amendment 35

### Proposal for a directive Article 3 – point 5 – point b

#### *Text proposed by the Commission*

(b) through the procurement of additional travel services from another trader in a targeted manner through linked online booking processes at the latest when the booking of the first service is confirmed;

#### *Amendment*

(b) through the procurement of additional travel services from another trader in a targeted manner through linked online booking processes at the latest when the booking of the first service is confirmed ***and within 24 hours from that confirmation;***

## Amendment 36

### Proposal for a directive Article 3 – point 9 – point b

#### *Text proposed by the Commission*

(b) facilitates the procurement of travel services which are part of ***an assisted*** travel arrangement by assisting travellers in concluding separate contracts for travel services with individual service providers;

#### *Amendment*

(b) facilitates the procurement of travel services which are part of ***a linked*** travel arrangement by assisting travellers in concluding separate contracts for travel services with individual service providers, ***one of which might be the retailer itself;***

#### *Justification*

*The proposed text is unclear in respect of the creation of an ATA where a trader sells a travel service in its own name and then facilitates the creation of a contract between the traveller and another service provider. This amendment clarifies that where the retailer sells its own service (such as an airline selling a plane ticket or a train company selling a rail ticket) combining it with accommodation or another tourist service, this combination would be within the scope of the Directive.*

## Amendment 37

### Proposal for a directive

#### Article 4 – paragraph 1 – point a – point i

*Text proposed by the Commission*

(i) the travel destination(s), itinerary and periods of stay, with dates;

*Amendment*

(i) the travel destination(s), itinerary and periods of stay, with dates, ***and the number of nights included;***

## Amendment 38

### Proposal for a directive

#### Article 4 – paragraph 1 – point a – point iii

*Text proposed by the Commission*

iii) the location, main features and tourist category of the accommodation;

*Amendment*

iii) the location, main features and tourist category of the accommodation ***conferred by the competent body in the place where the accommodation is located, and where possible, the name of the accommodation, including the room category and its main characteristics;***

#### *Justification*

*Consumers frequently complain that the proposed or advertised tourist category of their accommodation does not match the category conferred on it by the competent body in the place where the accommodation is sited. It would therefore be better to allow only the official tourist category to be stated and not a category chosen on the basis of the organiser's criteria.*

## Amendment 39

### Proposal for a directive

#### Article 4 – paragraph 1 – point a – point iii a (new)

*Text proposed by the Commission*

*Amendment*

***(iiia) detailed description of the services available at the place of the accommodation, including information on any circumstances that could diminish the quality of the services;***

### *Justification*

*Circumstances that could diminish the quality of the services are for instance works outside or near the hotel, facilities in bad condition or out-of-service.*

### **Amendment 40**

#### **Proposal for a directive**

#### **Article 4 – paragraph 1 – point a – point iii b (new)**

*Text proposed by the Commission*

*Amendment*

***(iiib) the target group of the package and the accommodation;***

### *Justification*

*The consumer should be aware of the target group of the proposed package and accommodation (e.g. family with children, elderly people, adventure, etc).*

### **Amendment 41**

#### **Proposal for a directive**

#### **Article 4 – paragraph 1 – point a – point vi**

*Text proposed by the Commission*

*Amendment*

***vi) the language(s) in which the activities will be carried out and*** ***deleted***

### *Justification*

*The liability risk for travel agents inherent in transferring this information is too great, as the proposal provides for the obligation to provide information on the languages involved in all service sectors of the destination.*

### **Amendment 42**

#### **Proposal for a directive**

#### **Article 4 – paragraph 1 – point a – point vii**

*Text proposed by the Commission*

*Amendment*

(vii) whether access for persons with

(vii) ***upon request***, whether access for

reduced mobility is guaranteed throughout the trip or holiday;

persons with reduced mobility, ***children below a certain age or pregnant women*** is guaranteed throughout the trip or holiday;

#### **Amendment 43**

##### **Proposal for a directive**

##### **Article 4 – paragraph 1 – point c**

###### *Text proposed by the Commission*

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, the fact that the traveller may have to bear such additional costs;

###### *Amendment*

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, the fact that the traveller may have to bear such additional costs ***and the nature of such costs***;

###### *Justification*

*Assuming that the traveller has to pay additional costs which cannot be calculated in advance, it should be made clear what additional costs are being referred to.*

#### **Amendment 44**

##### **Proposal for a directive**

##### **Article 4 – paragraph 1 – point c a (new)**

###### *Text proposed by the Commission*

###### *Amendment*

***(ca) whether the traveller has a right of withdrawal from the contract and, in that case, the conditions, time-limits and procedures for exercising that right;***

#### **Amendment 45**

##### **Proposal for a directive**

##### **Article 4 – paragraph 1 – point d a (new)**

###### *Text proposed by the Commission*

###### *Amendment*

***(da) information on the insolvency***

*protection and liability insurance of the  
organiser and the retailer;*

#### **Amendment 46**

##### **Proposal for a directive**

##### **Article 4 – paragraph 1 – point e**

*Text proposed by the Commission*

*Amendment*

(e) the minimum number of persons required for the package to take place and a time-limit ***of at least 20 days before the start of the package*** for the possible cancellation if that number is not reached;

(e) the minimum number of persons required for the package to take place and a time-limit for the possible cancellation if that number is not reached;

##### *Justification*

*Packages are often advertised only a short time before they are due to begin, particularly in the case of short trips or day trips, and a cancellation deadline of 20 days is therefore not practicable. Cancellation deadlines should be determined on a case-by-case basis.*

#### **Amendment 47**

##### **Proposal for a directive**

##### **Article 4 – paragraph 1 – point f**

*Text proposed by the Commission*

*Amendment*

f) general information on passport and visa requirements, including approximate periods for obtaining visas, for nationals of the Member State(s) concerned and information on health formalities;

f) general information on passport and visa requirements, ***as well as any other formalities or requirements concerning identification and movement that may be applicable to travellers***, including approximate periods for obtaining visas, for nationals of the Member State(s) concerned, ***and upon request, for the traveller concerned according to his nationality***, and information on health formalities;

##### *Justification*

*The wording should be amended to take account of possible further formalities or*

*identification requirements for travellers, as is the case with minors.*

#### **Amendment 48**

##### **Proposal for a directive**

##### **Article 4 – paragraph 1 – point g a (new)**

*Text proposed by the Commission*

*Amendment*

***(ga) available in-house complaint handling procedures and the possibility and time-limits for having recourse to out-of-court complaint and redress mechanisms;***

#### **Amendment 49**

##### **Proposal for a directive**

##### **Article 4 – paragraph 1 – point g b (new)**

*Text proposed by the Commission*

*Amendment*

***(gb) where necessary, information regarding possible risks at the place of destination or its immediate vicinity with regard to natural disasters, public health, public order, terrorism, etc;***

#### **Amendment 50**

##### **Proposal for a directive**

##### **Article 4 – paragraph 1 – point g c (new)**

*Text proposed by the Commission*

*Amendment*

***(gc) where insurance linked to travel is offered, information on the risks covered and that taking out such insurance is voluntary.***

## Amendment 51

### Proposal for a directive Article 4 – paragraph 2

#### *Text proposed by the Commission*

2. The information referred to in paragraph 1 shall be provided in a clear and prominent manner.

#### *Amendment*

2. The information referred to in paragraph 1 shall be provided in a clear and prominent manner. ***With regard to off-premises contracts, the information shall be also provided on paper.***

## Amendment 52

### Proposal for a directive Article 5 – paragraph 1

#### *Text proposed by the Commission*

1. Member States shall ensure that the organiser may not change the information made known to the traveller pursuant to points (a), (c), (d), (e) and (g) of Article 4, unless the organiser reserves the right to make changes to that information and communicates any changes to the traveller in a clear and prominent manner before the conclusion of the contract.

#### *Amendment*

1. Member States shall ensure that the organiser ***and/or the retailer*** may not change the information made known to the traveller pursuant to points (a), (c), ***(ca)***, (d), (e), (g) and ***(ga)*** of Article 4, unless the organiser ***and/or the retailer*** reserves the right to make changes to that information and communicates any changes to the traveller in a clear and prominent manner before the conclusion of the contract.

## Amendment 53

### Proposal for a directive Article 5 – paragraph 2

#### *Text proposed by the Commission*

2. If the information on additional charges, fees or other costs referred to in point (c) of Article 4 is not provided prior to the conclusion of the contract, the traveller shall not bear those fees, charges or other costs.

#### *Amendment*

2. If the information on additional charges, fees or other costs referred to in point (c) of Article 4 is not provided ***on a durable medium*** prior to the conclusion of the contract, the traveller shall not bear those fees, charges or other costs.

## Amendment 54

### Proposal for a directive Article 5 – paragraph 3

#### *Text proposed by the Commission*

3. At or ***immediately*** after the conclusion of the contract, the organiser shall provide the traveller with a copy of the contract or a confirmation of the contract on a durable medium.

#### *Amendment*

3. At or ***as soon as feasible*** after the conclusion of the contract, the organiser shall provide the traveller with a copy of the contract or a confirmation of the contract on a durable medium.

#### *Justification*

*For bookings made by telephone, post, or other non-face to face or online processes, it is not always possible to provide any confirmation immediately.*

## Amendment 55

### Proposal for a directive Article 5 – paragraph 3 a (new)

#### *Text proposed by the Commission*

#### *Amendment*

***3a. Member States may maintain or introduce in their national law language requirements regarding contractual information so as to ensure that such information is easily understood by the traveller.***

## Amendment 56

### Proposal for a directive Article 6 – paragraph 2 – point c

#### *Text proposed by the Commission*

c) the details of a contact point where the traveller can complain about any lack of

#### *Amendment*

c) the details of ***the retailer's*** contact point where the traveller can complain about any

conformity which he perceives on the spot;

lack of conformity which he perceives on the spot, ***giving the retailer's name, geographical address, telephone number, fax number and e-mail address, so that the traveller may contact him quickly and communicate with him efficiently;***

#### *Justification*

*This information is essential to consumers for which reason the information requirements laid down in this point of paragraph 2 should be extended to include the postal address, e-mail address, fax and telephone numbers. This also improves the drafting of paragraph 2(c) in relation to paragraph 2(d).*

### **Amendment 57**

#### **Proposal for a directive**

#### **Article 6 – paragraph 2 – point d**

##### *Text proposed by the Commission*

(d) the name, geographical address, telephone number and e-mail address of the organiser's local representative or contact point whose assistance a traveller in difficulty could request or, where no such representative or contact point exists, an emergency telephone number or the indication of other ways of contacting the organiser;

##### *Amendment*

(d) the name, geographical address, telephone number ***(operating on a basic rate with maximum waiting time of five minutes)*** and e-mail address of the organiser's local representative or contact point whose assistance a traveller in difficulty could request or, where no such representative or contact point exists, an emergency telephone number ***(operating on a basic rate with maximum waiting time of five minutes)*** or the indication of other ways of contacting the organiser;

### **Amendment 58**

#### **Proposal for a directive**

#### **Article 6 – paragraph 2 – point f**

##### *Text proposed by the Commission*

(f) where minors travel on a package that includes accommodation, information enabling direct contact with the minor or the person responsible at the minor's place of stay;

##### *Amendment*

(f) where minors travel ***without a parent or legal guardian*** on a package that includes accommodation, information enabling direct contact with the minor or the person responsible at the minor's place of stay;

### *Justification*

*It should be clarified that the information shall be given only if the minor is unaccompanied. Otherwise, organisers would have to provide such information in cases where the minor is travelling together with his parents or family.*

### **Amendment 59**

#### **Proposal for a directive**

#### **Article 6 – paragraph 2 – point g**

*Text proposed by the Commission*

(g) information on available ***alternative and online dispute resolution*** mechanisms

*Amendment*

(g) information on available ***in-house complaint handling procedures and the possibility and time-limits for having recourse to out-of-court complaint and redress*** mechanisms.

### **Amendment 60**

#### **Proposal for a directive**

#### **Article 6 – paragraph 2 – point g a (new)**

*Text proposed by the Commission*

*Amendment*

***(ga) nature and terms of insurance contract where applicable;***

### **Amendment 61**

#### **Proposal for a directive**

#### **Article 6 – paragraph 4**

*Text proposed by the Commission*

*Amendment*

4. In good time before the start of the package, the organiser shall provide the traveller with the necessary receipts, vouchers or tickets, including information on the precise times of departure, intermediate stops, transport connections and arrival.

4. In good time before the start of the package, the organiser ***and/or the retailer*** shall provide the traveller with the necessary receipts, vouchers or tickets, including information on the precise times of departure, intermediate stops, transport connections and arrival, ***as well as all***

*information referred to in point (c) of paragraph 2.*

## **Amendment 62**

### **Proposal for a directive Article 7 – paragraph 1**

#### *Text proposed by the Commission*

1. Member States shall ensure that a traveller may, after giving the organiser reasonable notice on a durable medium before the start of the package, transfer the contract to a person who satisfies all the conditions applicable to that contract.

#### *Amendment*

1. Member States shall ensure that a traveller may, after giving the organiser **and/or the retailer** reasonable notice on a durable medium before the start of the package, transfer the contract to a person who satisfies all the conditions applicable to that contract.

#### *Justification*

*Packages and assisted travel arrangements are characterised by the existence of several types of travel service which are not supplied or provided by the same organiser. It should be specified that this provision applies to the organiser and/or the retailer supplying or providing the service. This specification also allows future changes in patterns of consumption and booking to be taken into account.*

## **Amendment 63**

### **Proposal for a directive Article 7 – paragraph 2**

#### *Text proposed by the Commission*

2. The transferor of the contract and the transferee shall be jointly and severally liable for the payment of the balance due and for any additional fees, charges or other costs arising from the transfer. Those costs shall not be unreasonable and in any case shall not exceed the actual cost borne by the organiser.

#### *Amendment*

2. The transferor of the contract and the transferee shall be jointly and severally liable for the payment of the balance due and for any additional fees, charges or other costs arising from the transfer. Those costs shall not be unreasonable and in any case shall not exceed the actual cost borne by the organiser **and/or the retailer**.

### *Justification*

*Packages and assisted travel arrangements are characterised by the existence of several types of travel service which are not supplied or provided by the same organiser. It should be specified that this provision applies to the organiser and/or the retailer supplying or providing the service. This specification also allows future changes in patterns of consumption and booking to be taken into account.*

#### **Amendment 64**

##### **Proposal for a directive**

##### **Article 7 – paragraph 2 – subparagraph 1 a (new)**

*Text proposed by the Commission*

*Amendment*

***The organiser shall be responsible for providing proof of the charges or additional costs caused by the transfer of the contract.***

#### **Amendment 65**

##### **Proposal for a directive**

##### **Article 8**

*Text proposed by the Commission*

*Amendment*

1. Member States shall ensure that prices are not subject to revision, unless the contract expressly reserves the possibility of an increase and obliges the organiser to reduce prices to the same extent as a direct consequence of changes:

- (a) in the cost of fuel for the carriage of passengers,
- (b) in the level of taxes or fees on the included travel services imposed by third parties not directly involved in the performance of the package, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports, or

1. Member States shall ensure that prices are not subject to ***upward*** revision, unless the contract expressly reserves the possibility of an increase ***and states precisely how the revised price is to be calculated*** and obliges the organiser to reduce prices to the same extent as a direct consequence of changes:

- (a) in the cost of fuel for the carriage of passengers,
- (b) in the level of taxes or fees on the included travel services imposed by third parties not directly involved in the performance of the package, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports, or

(c) in the exchange rates relevant to the package.

2. **The** price increase referred to in paragraph 1 **shall not exceed 10%** of the price of the package.

3. The price increase referred to in paragraph 1 shall be valid only if the organiser notifies the traveller of it **with a justification and calculation** on a durable medium at the latest **20** days prior to the start of the package.

(c) in the exchange rates relevant to the package.

2. **Where the** price increase referred to in paragraph 1 **is higher than 5 %** of the **total** price of the package, **the traveller may choose to accept it or to terminate the contract without penalty.**

3. The price increase referred to in paragraph 1 shall be valid only if the organiser notifies the traveller of it **in a clear and prominent manner** on a durable medium at the latest **30** days prior to the start of the package **with an appropriate justification and detailed calculation of the price increase as compared to the prices in the contract.**

**3a. If the contract is terminated pursuant to paragraph 2, the organiser shall refund all payments received from the traveller within fourteen days after the contract is terminated.**

#### *Justification*

*A limit of 10% would represent a disproportionate burden on the traveller especially in cases where the price of the package is high or/and when there are many participants connected to one package, like families (each member paying an additional 10%). Several national legislations that allow prices to be increased establish a lower percentage than 10%, in other countries the increase is not allowed at all or the consumer can cancel the contract following an increase.*

#### **Amendment 66**

##### **Proposal for a directive**

##### **Article 9 – paragraph 1 – point a**

###### *Text proposed by the Commission*

(a) the organiser **has reserved that right** in the contract,

###### *Amendment*

(a) the organiser **presents a valid reason which is specified** in the contract,

#### *Justification*

*Alignment with Point (j) of the Annex of the Unfair Contract Terms Directive.*

## Amendment 67

### Proposal for a directive

#### Article 9 – paragraph 2 – introductory part

##### *Text proposed by the Commission*

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 defined in point (a) of Article 4 or special requirements as referred to in point (a) of Article 6(2), the organiser shall without undue delay inform the traveller in a clear **and** prominent manner on a durable medium **of**:

(a) ***the proposed changes and***

(b) ***the fact that the traveller may terminate the contract without penalty within a specified reasonable time-limit and that otherwise the proposed alteration will be considered as accepted.***

##### *Amendment*

2. If, before the start of the package, the organiser is constrained to alter significantly any of the main characteristics of the travel services ***for reasons beyond his control***, as defined in point (a) of Article 4 or special requirements as referred to in point (a) of Article 6(2), the organiser shall without undue delay inform the traveller ***of the proposed changes*** in a clear, prominent ***and comprehensible*** manner on a durable medium. ***The traveller shall be entitled to:***

(a) ***terminate the contract without penalty;***  
***or***

(b) ***accept the changes; or***

***(ba) be offered a substitute package of equivalent, lower or higher quality.***

##### *Justification*

*Article 4(5) of the current Directive gives the right to the traveller to be offered a package of equivalent, lower or higher quality instead of terminating the contract. Traveller's agreement should be under the form of explicit consent, instead of silent acceptance.*

## Amendment 68

### Proposal for a directive

#### Article 9 – paragraph 3

##### *Text proposed by the Commission*

3. Where the changes to the contract referred to in paragraph 2 result in a package of lower quality or cost, the traveller shall be entitled to an appropriate

##### *Amendment*

3. Where the changes to the contract ***or the substitute package*** referred to in paragraph 2 result in a package of lower quality or cost, the traveller shall be entitled to an

price reduction.

appropriate price reduction.

## Amendment 69

### Proposal for a directive Article 10 – paragraph 1

#### *Text proposed by the Commission*

1. Member States shall ensure that the traveller may terminate the contract before the start of the package against payment of an appropriate compensation to the organiser. The contract may specify reasonable standardised termination fees based on the time of the termination and the customary cost savings and income from alternative deployment of the travel services. In the absence of standardised termination fees, the amount of the compensation shall correspond to the price of the package minus the expenses saved by the organiser.

#### *Amendment*

1. Member States shall ensure that the traveller may terminate the contract before the start of the package against payment of an appropriate compensation to the organiser. The contract may specify reasonable standardised termination fees based on the time of the termination and the customary cost savings and income from alternative deployment of the travel services. In the absence of standardised termination fees, the amount of the compensation shall correspond to the price of the package minus the expenses ***proved to have been*** saved by the organiser ***which cannot be recuperated from the service providers or through alternative deployment of the services. Fees due for the termination of the contract, including administrative fees, shall not be disproportionate nor excessive. The organiser shall provide a statement of reasons for the calculation of the amount of the compensation or the standardised termination fees.***

#### *Justification*

*Standardised termination fees and compensations do not usually correspond to the real costs borne by the organiser. The termination of a contract by a traveller before the start of the package could give the organiser unjustifiably higher profits through the alternative deployment of the travel services in combination with too high standardised termination fees or compensation.*

## Amendment 70

### Proposal for a directive Article 10 – paragraph 2

#### *Text proposed by the Commission*

2. The traveller shall have the right to terminate the contract before the start of the package without compensation in the event of unavoidable and extraordinary circumstances occurring at the place of destination or its immediate vicinity and significantly affecting the package.

#### *Amendment*

2. The traveller shall have the right to terminate the contract before the start of the package without compensation in the event of unavoidable and extraordinary circumstances occurring ***or likely to occur*** at the place of destination or its immediate vicinity and significantly affecting the package.

***Unavoidable and extraordinary circumstances shall be deemed to exist where reliable and publicly available reports, such as recommendations issued by Member State authorities, advise against travelling to the place of destination.***

#### *Justification*

*Unavoidable and extraordinary circumstances should not be based on the traveller's own assessment but on the basis of objective criteria (Member States' travel advices). This can be achieved by including the last sentence of Recital 26 in Article 10(2).*

## Amendment 71

### Proposal for a directive Article 10 – paragraph 2 a (new)

#### *Text proposed by the Commission*

#### *Amendment*

***2a. The traveller shall have the right to terminate the contract before the start of the package without compensation in the event of unavoidable and extraordinary circumstances occurring to the traveller, in particular severe accident, serious illness, or death in the family, provided that these incidents are appropriately documented.***

### *Justification*

*Allowing the organiser to cancel the package because of unavoidable and extraordinary circumstances (Article 10(3), point b) whilst excluding this possibility for the traveller would be unfair. It would constitute an imbalance between the rights and obligations of the parties due to lack of reciprocity. Thus, the Directive should grant the traveller the same right to terminate the contract following extraordinary circumstances in his private sphere.*

### **Amendment 72**

#### **Proposal for a directive**

#### **Article 10 – paragraph 3 – introductory part**

##### *Text proposed by the Commission*

3. The organiser may terminate the contract without paying compensation to the traveller, *if*:

##### *Amendment*

3. The organiser may terminate the contract without paying compensation to the traveller, ***only in the following cases***:

### **Amendment 73**

#### **Proposal for a directive**

#### **Article 10 – paragraph 3 – point a**

##### *Text proposed by the Commission*

(a) the number of persons enrolled for the package is smaller than the minimum number stated in the contract and the organiser notifies the traveller of the termination within the period fixed in the contract ***and not later than 20 days before the start of the package***; or

##### *Amendment*

(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 ***by telephone and on a durable medium*** of the termination within the period fixed in the contract, ***provided that he offers the traveller, where available, a substitute package of equivalent or higher quality for the same or lower price***; or

### *Justification*

*Since popular packages are often sold out very early before the holiday season begins, it would be difficult for the traveller to find a suitable substitute package at an affordable price within a short period.*

## Amendment 74

### Proposal for a directive

#### Article 10 – paragraph 3 – point b

##### *Text proposed by the Commission*

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

##### *Amendment*

(b) the organiser is prevented from performing the contract because of unavoidable and extraordinary circumstances and notifies the traveller **by telephone and on a durable medium** of the termination without undue delay before the start of the package.

## Amendment 75

### Proposal for a directive

#### Article 10 – paragraph 4

##### *Text proposed by the Commission*

4. In cases of termination under paragraphs 1, 2 and 3, the organiser shall reimburse any undue payment made by the traveller within fourteen days.

##### *Amendment*

4. In cases of termination under paragraphs 1, 2 and 3, the organiser **and/or the retailer** shall reimburse any undue payment made by the traveller within fourteen days.

##### *Justification*

*Packages and assisted travel arrangements are characterised by the existence of several types of travel service which are not supplied or provided by the same organiser. It should be specified that this provision applies to the organiser and/or the retailer supplying or providing the service. This specification also allows future changes in patterns of consumption and booking to be taken into account.*

## Amendment 76

### Proposal for a directive

#### Article 11 – paragraph 1

##### *Text proposed by the Commission*

1. Member States shall ensure that the organiser **is responsible** for the performance of the travel services included

##### *Amendment*

1. Member States shall ensure that the organiser, **the retailer and other service providers involved in the package are**

in the contract, *irrespective of whether those services are to be performed by the organiser or by other service providers.*

*liable for the fulfilment of their respective obligations. Without prejudice to the right of recourse against the party held accountable and to whom the lack of performance or improper performance is attributed, Member States shall ensure that the organiser and the retailer are jointly liable vis-à-vis the traveller for the proper performance of the travel services included in the contract.*

#### *Justification*

*Putting the liability only on one party would complicate the application and use of the traveller's rights in particular as regards cross-border purchases, i.e. where the organiser is not established in the country of residence of the consumer. The current Directive leaves discretion to Member States to decide who should be liable vis-à-vis the consumer. The principle of joint liability is already present at different degrees in many Member States.*

#### **Amendment 77**

##### **Proposal for a directive Article 11 – paragraph 2**

###### *Text proposed by the Commission*

2. If any of the services are not performed in accordance with the contract, the organiser shall remedy the lack of conformity, *unless this is disproportionate.*

###### *Amendment*

2. If any of the services are not performed in accordance with the contract, the organiser *and, where applicable on account of the parts they manage respectively, the retailer or the carrier* shall remedy the lack of conformity.

#### *Justification*

*This limitation of liability does not exist in the current Directive. It could be read as allowing the organiser to refuse completely any liability if he argues that remedying the lack of conformity is disproportionate.*

#### **Amendment 78**

##### **Proposal for a directive Article 11 – paragraph 3**

*Text proposed by the Commission*

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

*Amendment*

3. Where a significant proportion of the services cannot be provided as agreed in the contract, the organiser ***and/or the retailer*** shall make suitable alternative arrangements, at no extra cost to the traveller, for the continuation of the package, ***with service quality at least equivalent to that specified under the contract***, including where the traveller's return to the place of departure is not provided as agreed.

**Amendment 79**

**Proposal for a directive  
Article 11 – paragraph 4**

*Text proposed by the Commission*

4. If it is impossible for the organiser to offer suitable alternative arrangements or the traveller does not accept the alternative arrangements proposed because they are not comparable to what was agreed in the contract, the organiser shall, insofar as the package includes the carriage of passengers, provide the traveller at no extra cost with equivalent transport to the place of departure or to another place to which the traveller has agreed and shall, where appropriate, compensate the traveller in accordance with Article 12.

*Amendment*

4. If it is impossible for the organiser ***and/or the retailer*** to offer suitable alternative arrangements or the traveller does not accept the alternative arrangements proposed because they are not comparable to what was agreed in the contract, the organiser ***and/or the retailer*** shall, insofar as the package includes the carriage of passengers, provide the traveller at no extra cost with equivalent transport to the place of departure or to another place to which the traveller has agreed and shall, where appropriate, compensate the traveller in accordance with Article 12.

*Justification*

*Several types of package and assisted travel service exist, not all of which are provided or obtained by the organizer. This provision accordingly applies specifically to the organiser and /or retailer providing or obtaining the service in question and also makes it possible to take account of future changes in purchase and booking patterns.*

## Amendment 80

### Proposal for a directive Article 11 – paragraph 5

#### *Text proposed by the Commission*

5. As long as it is impossible to ensure the traveller's timely return because of unavoidable and extraordinary circumstances, the organiser shall **not** bear the cost for the continued stay **exceeding** EUR 100 per night **and three nights** per traveller.

#### *Amendment*

5. As long as it is impossible to ensure the traveller's timely return because of unavoidable and extraordinary circumstances, the organiser shall bear the cost for the continued stay **until the traveller's repatriation. The cost shall not exceed** EUR 100 per night per traveller.

#### *Justification*

*This limitation counters the general obligation of care and assistance of the organiser and it is not included in the current Directive. The very nature of package travel, as providing an added-value compared to other travel products, renders the obligation to provide assistance even more relevant in cases of unavoidable and extraordinary circumstances.*

## Amendment 81

### Proposal for a directive Article 11 – paragraph 7 a (new)

#### *Text proposed by the Commission*

#### *Amendment*

**7a. In cases where the main responsibility for not performing the services included in the contract falls to the carrier, the organiser may seek redress from the carrier for the damage caused to the traveller for not being able to enjoy the services included in the package.**

#### *Justification*

*Recital 31 highlights that "the organiser's liability is without prejudice to the right to seek redress from third parties, including service providers". This must be reflected in the articles to ensure legal certainty. The carrier plays a key role in ensuring the effective running of a package travel. An important delay or a cancellation can have a considerable impact on the remainder of a trip which includes other services, such as a cruise, without being the organiser's responsibility.*

## Amendment 82

### Proposal for a directive Article 12 – paragraph 2

#### *Text proposed by the Commission*

2. The traveller shall be entitled to receive compensation from the organiser for any damage, including non-material damage, which the traveller sustains as a result of any lack of conformity.

#### *Amendment*

2. The traveller shall be entitled to receive compensation from the organiser **and/or the retailer** for any damage, including non-material damage, which the traveller sustains as a result of any lack of conformity.

#### *Justification*

*Several types of package and assisted travel service exist, not all of which are provided or obtained by the organiser. This provision accordingly applies specifically to the organiser and /or retailer providing or obtaining the service in question and also makes it possible to take account of future changes in purchase and booking patterns.*

## Amendment 83

### Proposal for a directive Article 12 – paragraph 3 – introductory part

#### *Text proposed by the Commission*

3. The traveller shall not be entitled to **price reduction or** compensation for damages if:

#### *Amendment*

3. The traveller shall not be entitled to compensation for damages if:

#### *Justification*

*The proposal treats the fault-based compensation and the remedy of price reduction in case of lack of conformity by the same regime. The traveller should be entitled to price reduction in case of non or bad performance of the package due to extraordinary circumstances or due to a fault attributable to a third party.*

## Amendment 84

### Proposal for a directive Article 12 – paragraph 3 – point b

*Text proposed by the Commission*

*Amendment*

***(b) the traveller fails to inform the organiser without undue delay of any lack of conformity which the traveller perceives on the spot if that information requirement was clearly and explicitly stated in the contract and is reasonable, taking into account the circumstances of the case.***

***deleted***

*Justification*

*Sanctioning a lack of prompt notification is unfair and disproportionate. It doesn't exist in any other EU consumer legislation and goes against the general right to compensation for lack of conformity. The traveller could be prevented from reporting a lack of conformity for several reasons (no internet connection, remote area, organiser being unreachable, etc). This limitation does not exist in the current Directive; it would entail a reduction of the existing level of protection.*

## **Amendment 85**

### **Proposal for a directive Article 12 – paragraph 4**

*Text proposed by the Commission*

*Amendment*

4. Insofar as international conventions binding the Union limit the extent of or the conditions under which compensation is to be paid by a provider carrying out a service which is part of a package, the same limitations shall apply to the organiser. Insofar as international conventions not binding the Union limit compensation to be paid by a service provider, Member States may limit compensation to be paid by the organiser accordingly. ***In other cases, the contract may limit compensation to be paid by the organiser as long as that limitation does not apply to personal injury and damage caused intentionally or with gross negligence and does not amount to less than three times the total price of the package.***

4. Insofar as international conventions binding the Union limit the extent of or the conditions under which compensation is to be paid by a provider carrying out a service which is part of a package, the same limitations shall apply to the organiser ***and/or the retailer.*** 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 ***and/or the retailer*** accordingly.

### *Justification*

*The possibility to limit the compensation for damages in the contract does not exist in some Member States. The principle of full harmonisation would entail that better national laws would have to be abolished.*

## **Amendment 86**

### **Proposal for a directive**

#### **Article 14 – paragraph 1 – introductory part**

##### *Text proposed by the Commission*

Member States shall ensure that the organiser gives prompt assistance to the traveller in difficulty, in particular by:

##### *Amendment*

Member States shall ensure that the organiser **and/or the retailer** gives prompt assistance to the traveller in difficulty, in particular by:

### *Justification*

*Several types of package and assisted travel service exist, not all of which are provided or obtained by the organiser. This provision accordingly applies specifically to the organiser and /or retailer providing or obtaining the service in question and also makes it possible to take account of future changes in purchase and booking patterns.*

## **Amendment 87**

### **Proposal for a directive**

#### **Article 14 – paragraph 1 – point b**

##### *Text proposed by the Commission*

(b) assisting the traveller **in making** distance communications and alternative travel arrangements.

##### *Amendment*

(b) assisting the traveller **to make** distance communications and **helping the traveller to source** alternative travel arrangements.

## **Amendment 88**

### **Proposal for a directive**

#### **Article 14 – paragraph 2**

##### *Text proposed by the Commission*

The organiser shall be able to charge a

##### *Amendment*

The organiser **and/or the retailer** shall be

reasonable fee for such assistance if the situation is caused by the traveller's negligence or intent.

able to charge a reasonable fee for such assistance if the situation is caused by the traveller's negligence or intent.

#### *Justification*

*Several types of package and assisted travel service exist, not all of which are provided or obtained by the organizer. This provision accordingly applies specifically to the organiser and /or retailer providing or obtaining the service in question and also makes it possible to take account of future changes in purchase and booking patterns.*

### **Amendment 89**

#### **Proposal for a directive Article 15**

##### *Text proposed by the Commission*

1. Member States shall ensure that organisers and retailers facilitating the procurement of ***assisted*** travel arrangements ***established in their territory*** obtain a security for the effective and prompt refund of all payments made by travellers and, insofar as carriage of passengers is included, for the travellers' effective and prompt repatriation in the event of insolvency.

2. The insolvency protection referred to in paragraph 1 shall take into account the actual financial risk of the relevant trader's activities. It shall benefit travellers regardless of their place of residence, the place of departure or where the package or ***assisted*** travel arrangement is sold.

##### *Amendment*

1. Member States shall ensure that organisers ***of packages*** and retailers facilitating the procurement of ***linked*** travel arrangements obtain a security for the effective and prompt refund of all payments made by travellers and ***for the continuation, where possible, of the trip, in the event of their insolvency or that of any of the service providers.*** Insofar as carriage of passengers is included, ***Member States shall ensure that passenger carriers established in their territory obtain a security*** for the travellers' ***refunding or*** effective and prompt repatriation in the event of ***their*** insolvency.

***1a. The insolvency protection referred to in paragraph 1 may take the form of a fund, an insurance or a guarantee.***

2. The insolvency protection referred to in paragraph 1 shall take into account the actual financial risk of the relevant trader's activities ***in all reasonably foreseeable circumstances.*** It shall benefit travellers regardless of their place of residence, the place of departure or where the package or ***linked*** travel arrangement is sold.

## Amendment 90

### Proposal for a directive Article 16 – paragraph 1

#### *Text proposed by the Commission*

1. Member States shall recognise as meeting the requirements of their national rules transposing Article 15 any insolvency protection obtained by an organiser *or* a retailer facilitating the procurement of ***assisted*** travel arrangements under the rules of its Member State of establishment transposing Article 15.

#### *Amendment*

1. Member States shall recognise as meeting the requirements of their national rules transposing Article 15 any insolvency protection obtained by an organiser ***of packages***, a retailer facilitating the procurement of ***linked*** travel arrangements, ***or a passenger carrier*** under the rules of its Member State of establishment transposing Article 15.

## Amendment 91

### Proposal for a directive Article 16 – paragraph 1 a (new)

#### *Text proposed by the Commission*

#### *Amendment*

***1a. Member States shall allow organisers of packages, retailers facilitating the procurement of linked travel arrangements and passenger carriers established outside of their territory or outside the Union to obtain insolvency protection under their national insolvency protection schemes.***

#### *Justification*

*Some Member States restrict the membership in their national insolvency protection schemes to companies established on their territory, which is a clear case of discrimination and a significant hurdle to the functioning of the Single Market.*

## Amendment 92

### Proposal for a directive Article 16 – paragraph 2

*Text proposed by the Commission*

2. Member States shall designate central contact points to facilitate the administrative cooperation and supervision of organisers and retailers facilitating the procurement of ***assisted*** travel arrangements operating in different Member States. They shall notify the contact details of these contact points to all other Member States and the Commission.

*Amendment*

2. Member States shall designate central contact points to facilitate the administrative cooperation and supervision of organisers ***of packages*** and retailers facilitating the procurement of ***linked*** travel arrangements operating in different Member States. They shall notify the contact details of these contact points to all other Member States and the Commission.

**Amendment 93**

**Proposal for a directive  
Article 16 – paragraph 3**

*Text proposed by the Commission*

3. The central contact points shall make available to each other all necessary information on their national insolvency protection schemes and the identity of the body or bodies providing insolvency protection for a particular trader established in their territory. They shall grant each other access to any inventory listing organisers ***and*** retailers facilitating the procurement of ***assisted*** travel arrangements which are in compliance with their insolvency protection obligations.

*Amendment*

3. The central contact points shall make available to each other all necessary information on their national insolvency protection schemes and the identity of the body or bodies providing insolvency protection for a particular trader established in their territory. They shall grant each other access to any inventory listing organisers ***of packages***, retailers facilitating the procurement of ***linked*** travel arrangements ***and passenger carriers*** which are in compliance with their insolvency protection obligations.

**Amendment 94**

**Proposal for a directive  
Article 16 – paragraph 4**

*Text proposed by the Commission*

4. If a Member State has doubts about the insolvency protection of an organiser ***or of*** a retailer facilitating the procurement of ***assisted*** travel arrangements which is established in a different Member State and

*Amendment*

4. If a Member State has doubts about the insolvency protection of an organiser ***of packages***, a retailer facilitating the procurement of ***linked*** travel arrangements ***or a passenger carrier*** which is established

is operating on its territory, it shall seek clarification from the Member State of establishment. Member States shall respond to requests from other Member States at the latest within 15 working days of receiving them.

in a different Member State and is operating on its territory, it shall seek clarification from the Member State of establishment. Member States shall respond to requests from other Member States at the latest within 15 working days of receiving them.

## **Amendment 95**

### **Proposal for a directive**

#### **Article 17 – paragraph 1 – point b a (new)**

*Text proposed by the Commission*

*Amendment*

***(ba) the main characteristics of the travel services, to the extent appropriate to the medium;***

*Justification*

*See Article 5(1), point (a) of the Consumer Rights Directive. "Medium" refers to the instrument used for the distribution of the information, for instance computer or mobile telephone.*

## **Amendment 96**

### **Proposal for a directive**

#### **Article 17 – paragraph 1 – point b b (new)**

*Text proposed by the Commission*

*Amendment*

***(bb) where the services sold include accommodation, the name and the tourist category of the accommodation, including the room category and its main characteristics;***

## **Amendment 97**

### **Proposal for a directive**

#### **Article 17 – paragraph 1 – point b c (new)**

*Text proposed by the Commission*

*Amendment*

***(bc) the trading name, geographical address, telephone number and e-mail address of the retailer;***

**Amendment 98**

**Proposal for a directive**

**Article 17 – paragraph 1 – point b d (new)**

*Text proposed by the Commission*

*Amendment*

***(bd) the total price of the services inclusive of taxes and, where applicable, of all additional fees, charges and other costs or, where those costs cannot reasonably be calculated in advance, the fact that the traveller may have to bear such additional costs and the manner in which the final price is to be calculated;***

**Amendment 99**

**Proposal for a directive**

**Article 17 – paragraph 1 – point b e (new)**

*Text proposed by the Commission*

*Amendment*

***(be) information on the method of calculating costs that cannot be given in advance, including on the eventual price increase after the conclusion of the contract;***

**Amendment 100**

**Proposal for a directive**

**Article 17 – paragraph 1 – point b f (new)**

*Text proposed by the Commission*

*Amendment*

***(bf) the arrangements for payment and, where applicable, the existence and the***

*conditions for deposits or other financial guarantees to be paid or provided by the traveller;*

#### **Amendment 101**

##### **Proposal for a directive**

##### **Article 17 – paragraph 1 – point b g (new)**

*Text proposed by the Commission*

*Amendment*

*(bg) where transport services are included, general information on passport and visa requirements, including approximate periods for obtaining visas, for all travellers including nationals of other member states, and information on health formalities;*

#### **Amendment 102**

##### **Proposal for a directive**

##### **Article 17 – paragraph 1 – point b h (new)**

*Text proposed by the Commission*

*Amendment*

*(bh) where necessary, information regarding possible risks at the place of destination or its immediate vicinity with regard to natural disasters, public health, public order, terrorism, etc;*

#### **Amendment 103**

##### **Proposal for a directive**

##### **Article 17 – paragraph 1 – point b i (new)**

*Text proposed by the Commission*

*Amendment*

*(bi) information on whether the traveller has a right of withdrawal from the contract and, in that case, the conditions, time-limits and procedures for exercising that right;*

**Amendment 104**

**Proposal for a directive**

**Article 17 – paragraph 1 – point b j (new)**

*Text proposed by the Commission*

*Amendment*

***(bj) information on in-house complaint handling procedures and the possibility and time-limits for having recourse to out-of-court complaint and redress mechanisms;***

**Amendment 105**

**Proposal for a directive**

**Article 17 – paragraph 1 a (new)**

*Text proposed by the Commission*

*Amendment*

***1a. If retailers selling linked travel arrangements do not comply with point (b) of paragraph 1, they shall comply with the same obligations as organisers of packages.***

**Amendment 106**

**Proposal for a directive**

**Chapter 6 a (new)**

*Text proposed by the Commission*

*Amendment*

***Stand-alone travel services***

**Amendment 107**

**Proposal for a directive**

**Article 17 a (new)**

***Article 17 a***

***Information requirements for stand-alone travel services***

***1. Member States shall ensure that, before the traveller is bound by any contract or any corresponding offer from a trader selling stand-alone travel services, the trader shall state in a clear and prominent manner:***

***(a) the main characteristics of the service, to the extent appropriate to the medium;***

***(b) where the service sold concerns accommodation, the name and the tourist category of the accommodation, including the room category and its main characteristics;***

***(c) the trading name, geographical address, telephone number and e-mail address of the retailer;***

***(d) the total price of the service inclusive of taxes and, where applicable, of all additional fees, charges and other costs or, where those costs cannot reasonably be calculated in advance, the fact that the traveller may have to bear such additional costs and the manner in which the final price is to be calculated;***

***(e) information on the method of calculating costs that cannot be given in advance, including on the eventual price increase after the conclusion of the contract;***

***(f) the arrangements for payment and, where applicable, the existence and the conditions for deposits or other financial guarantees to be paid or provided by the traveller;***

***(g) in case of transport services, general information on passport and visa requirements, including approximate periods for obtaining visas, applicable to***

*the traveller in accordance to his nationality, and information on health formalities. This shall not apply to transport services within and between the EU and EFTA countries;*

*(h) where necessary, information regarding possible risks at the place of destination or its immediate vicinity with regard to natural disasters, public health, public order, terrorism, etc.;*

*(i) information on whether the traveller has a right of withdrawal from the contract and, in that case, the conditions, time-limits and procedures for exercising that right;*

*(j) information on in-house complaint handling procedures and on the possibility and time-limits for having recourse to out-of-court complaint and redress mechanisms.*

*2. Member States shall ensure that traders selling stand-alone travel services provide the traveller with a confirmation of the booking of the purchased travel service without undue delay and not later than 24 hours following the booking, unless an immediate confirmation is necessary.*

*3. Member States shall ensure that providers of stand-alone travel services sold through an intermediary retailer provide all information that is necessary for the intermediary retailer to comply with the requirements set out in paragraph 1.*

*4. Member States shall ensure that intermediary retailers selling stand-alone travel services are liable for any errors occurring in the booking process.*

#### *Justification*

*Consumer organisations have reported several cases of consumer detriment in the sale of stand-alone services. Thus, there is a need to establish certain minimum obligations on the sellers of those services, irrespective of whether they sell those services directly or act as intermediaries, so as to ensure a level playing field between all traders. A legal lacuna in this*

*area would be problematic in a market where consumers tend increasingly to organise their travel independently.*

## **Amendment 108**

### **Proposal for a directive Article 18 a (new)**

*Text proposed by the Commission*

*Amendment*

#### **Article 18a**

##### ***Obligations of organisers or retailers established outside the EEA***

***Member States shall ensure that an  
organiser of packages or a retailer  
facilitating the procurement of linked  
travel arrangements established outside  
the EEA and directly selling in a Member  
State territory shall be subject to the  
obligations laid down in this Directive.***

#### *Justification*

*Member States should ensure that all packages and linked travel arrangements sold in their territory should be covered by the provisions of this Directive, not simply those of organisers and retailers established in their territory. Travellers purchasing packages and linked travel arrangements in a Member State should be entitled to rely on the protection under the Directive irrespective of where the organiser or retailer is established.*

## **Amendment 109**

### **Proposal for a directive Article 18 b (new)**

*Text proposed by the Commission*

*Amendment*

#### **Article 18b**

##### ***Formal requirements for contracts***

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

*2. The contract shall be provided on a durable medium. With respect to off-premises contracts, the contract shall be provided also on paper.*

*3. If the contract is concluded by telephone, the trader shall confirm the offer to the traveller on a durable medium and the traveller shall only be bound when he signs the contract or sends his written agreement on a durable medium.*

## **Amendment 110**

### **Proposal for a directive Article 18 c (new)**

*Text proposed by the Commission*

*Amendment*

#### *Article 18 c*

##### *Right of withdrawal*

*1. Member States shall ensure that the traveller has a period of 24 hours to withdraw from a distance contract for a package, linked travel arrangement or stand-alone travel service, and seven days to withdraw from an off-premises contract, without giving any reason and without incurring any costs, provided that he gives the trader a notice on a durable medium at least 48 hours before the start of the travel service.*

*2. The trader shall reimburse all payments received from the traveller, without undue delay and not later than fourteen days from the day on which he is informed of the traveller's decision to withdraw from the contract.*

*3. If the trader has not provided the traveller with information on the right of withdrawal in a clear and prominent manner, the traveller shall have the right to terminate the contract without penalty.*

*4. Member States shall ensure that an intermediary retailer is entitled to*

***recuperate all payments made to a service provider in the period between the conclusion of the contract and the day on which he was informed of the traveller's decision to withdraw from the contract.***

*Justification*

*In analogy with the provisions on the right of withdrawal set out in Articles 9(1), 10(1) and 13(1) of the Consumer Rights Directive, which do not currently apply to the Package Travel Directive. The amendment provides for a lighter regime than in the Consumer Rights Directive.*

**Amendment 111**

**Proposal for a directive  
Article 19 – paragraph 1**

*Text proposed by the Commission*

Member States shall ensure that ***a retailer*** who has agreed to arrange the booking of a package or ***assisted*** travel arrangements or who facilitates the booking of such services shall be liable for any errors occurring in the booking process, unless such errors are attributable to the traveller or to unavoidable and extraordinary circumstances.

*Amendment*

Member States shall ensure that ***any operator*** who has agreed to arrange the booking of a package or ***linked*** travel arrangements or who facilitates the booking of such services shall be liable for any errors occurring in the booking process, unless such errors are attributable to the traveller or to unavoidable and extraordinary circumstances.

## PROCEDURE

|                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |    |    |    |   |    |   |
|-----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|----|----|---|----|---|
| <b>Title</b>                                              | Package travel and assisted travel arrangements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |    |    |    |   |    |   |
| <b>References</b>                                         | COM(2013)0512 – C7-0215/2013 – 2013/0246(COD)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |    |    |    |   |    |   |
| <b>Committee responsible</b><br>Date announced in plenary | IMCO<br>10.9.2013                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |    |    |    |   |    |   |
| <b>Opinion by</b><br>Date announced in plenary            | TRAN<br>10.9.2013                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |    |    |    |   |    |   |
| <b>Rapporteur</b><br>Date appointed                       | Bogusław Liberadzki<br>16.9.2013                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |    |    |    |   |    |   |
| <b>Discussed in committee</b>                             | 17.12.2013                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |    |    |    |   |    |   |
| <b>Date adopted</b>                                       | 21.1.2014                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |    |    |    |   |    |   |
| <b>Result of final vote</b>                               | <table> <tr> <td>+:                   </td><td>34</td></tr> <tr> <td>–:                   </td><td>7</td></tr> <tr> <td>0:                   </td><td>0</td></tr> </table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                | +: | 34 | –: | 7 | 0: | 0 |
| +:                                                        | 34                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |    |    |    |   |    |   |
| –:                                                        | 7                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |    |    |    |   |    |   |
| 0:                                                        | 0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |    |    |    |   |    |   |
| <b>Members present for the final vote</b>                 | Magdi Cristiano Allam, Inés Ayala Sender, Georges Bach, Izaskun Bilbao Barandica, Philip Bradbourn, Antonio Cancian, Michael Cramer, Philippe De Backer, Luis de Grandes Pascual, Christine De Veyrac, Saïd El Khadraoui, Ismail Ertug, Carlo Fidanza, Jacqueline Foster, Franco Frigo, Mathieu Grosch, Jim Higgins, Juozas Imbrasas, Dieter-Lebrecht Koch, Georgios Koumoutsakos, Bogusław Liberadzki, Marian-Jean Marinescu, Gesine Meissner, Mike Nattrass, Hubert Pirker, Dominique Riquet, Vilja Savisaar-Toomast, Olga Sehnalová, Brian Simpson, Keith Taylor, Silvia-Adriana Țicău, Giommara Uggias, Peter van Dalen, Roberts Zīle |    |    |    |   |    |   |
| <b>Substitute(s) present for the final vote</b>           | Spyros Danellis, Eider Gardiazábal Rubial, Zita Gurmai, Bogdan Kazimierz Marcinkiewicz, Oldřich Vlasák, Sabine Wils, Corien Wortmann-Kool                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |    |    |    |   |    |   |

## OPINION OF THE COMMITTEE ON LEGAL AFFAIRS

ref. D(2014)8027

Malcolm Harbour  
Chair of the Committee on the Internal Market and Consumer Protection  
ASP 13 E 130  
Brussels

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

Dear Chair,

I am writing to transmit to you an opinion in the form of a letter to your Committee on the above mentioned proposal, which the Committee on Legal Affairs adopted unanimously by 22 votes<sup>1</sup> on 11 February 2014.

### **Background**

The proposal refers to two main developments, the effects of which have created the need for a revision of the existing legal framework: the importance of online sales and the liberalisation in the airline sector, leading to cheaper and more accessible flight tickets. As a result the way in which consumers organise their holidays has changed towards more individually composed travel arrangements and a variety of ways in which traders (travel agents, tour operators, airlines, cruise lines, etc.) assist consumers in customising combinations of travel services.

However, these developments have also lead to ambiguity and divergence among Member States as to whether such new types of combinations of services fall under the scope of Directive 90/314/EEC on package travel, package holidays and package tours.

### **General assessment**

The Committee on Legal Affairs welcomes the proposal and the aim to modernise the regulatory framework and adapt it to a changing environment. As the Commission points out

in the Explanatory Memorandum to the proposal, the Directive would complement existing EU legislation in the fields of consumer protection, marketing, electronic commerce, private international law and transport. The Committee notes that legislative procedures are pending in some areas, which appear relevant in the context of the proposal, such as the proposal for a revision of the rules on air passenger's rights<sup>1</sup> and the proposal for a revision of the Regulation on insolvency proceedings.<sup>2</sup> The Committee considers that it is important to ensure that potential overlaps between different legal acts of the Union do not lead to contradictions or interpretative and adjudicative difficulties.

As regards the delimitation of the scope of the proposed Directive and the applicability of its specific provisions to the different operators and offers of services on the market for travel and tourism, the Committee acknowledges the difficulty in light of the rapidly changing landscape but considers this a crucial issue, in particular, from the point of view of ensuring a level playing field and avoiding circumvention of obligations under the Directive.

### Specific issues

1. A clear definition of the scope of "**travel package**" is important, as this confers a number of rights on travellers and imposes specific responsibilities on organisers. The proposal rightly clarifies that contracts by which a trader entitles the traveller after the conclusion of the contract to choose among a selection of different types of travel services, such as in the case of a package travel gift box, should constitute a package. However, a combination of travel services should be considered as a package also where the traveller's name or booking data needed to conclude booking transactions are transferred between the traders.

2. The concept of "**assisted travel arrangements**" (ASA) seeks to capture the variety of ways in which traders facilitate the combination of services for travellers, without this constituting a "package" for the purpose of applying the Directive.

The distinction between "travel packages" and "assisted travel arrangements" is important, as the respective obligations differ significantly. According to the proposal, assisted travel arrangements would be subject to a lighter regime consisting of insolvency protection and an obligation to state in a clear and prominent manner that each individual service provider is responsible for the correct performance of the services.

3. The organiser would, according to the proposal, be allowed to make certain unilateral **changes to the package travel contract**. However, travellers would have the right to terminate the contract if the proposed alterations were to significantly change any of the main characteristics of the travel services.

The traveller shall, where appropriate, be entitled to compensation. The Committee notes that the rapporteur for the Committee on Transport and Tourism proposes to add a right to be

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<sup>1</sup> See the proposal for amendment of Regulation (EC) No 261/2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights and amendment of Regulation (EC) No 2027/97 on air carrier liability in respect of the carriage of passengers and their baggage by air (COM(2013) 0130, OJ L 46, 17.2.2004, p.1. ).

<sup>2</sup> Proposal for a Regulation of the European Parliament and the Council amending Council Regulation (EC) No 1346/2000 on insolvency proceedings (COM (2012) 0360).

offered a substitute package of equivalent, lower or higher quality and supports this proposal in principle, under the condition that this is within the possibilities of the organiser.

4. While Member States would retain discretion as to the way in which insolvency protection is granted, they would have to ensure that their national insolvency protection schemes are effective and able to guarantee prompt repatriation and the refund of all travellers affected by the insolvency. The Committee emphasises that, as Member States would be obliged to recognise insolvency protection under the law of the Member State of establishment, it is essential that the traders concerned provide solid evidence showing that the security is reliable and sufficient to meet the obligations under the Directive. The Committee notes that the rapporteur for the Committee on Transport and Tourism would extend the obligations in case of insolvency to cover also the continuation, where possible, of the package, and can support this proposal.

Yours sincerely,

Klaus-Heiner LEHNE

## PROCEDURE

|                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                   |            |           |
|-----------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------------|-----------|
| <b>Title</b>                                                          | Package travel and assisted travel arrangements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                   |            |           |
| <b>References</b>                                                     | COM(2013)0512 – C7-0215/2013 – 2013/0246(COD)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                   |            |           |
| <b>Date submitted to Parliament</b>                                   | 10.7.2013                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                   |            |           |
| <b>Committee responsible</b><br>Date announced in plenary             | IMCO<br>10.9.2013                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |            |           |
| <b>Committee(s) asked for opinion(s)</b><br>Date announced in plenary | TRAN<br>10.9.2013                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | JURI<br>10.9.2013 |            |           |
| <b>Not delivering opinions</b><br>Date of decision                    | JURI<br>4.11.2013                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |            |           |
| <b>Rapporteur(s)</b><br>Date appointed                                | Hans-Peter<br>Mayer<br>25.9.2013                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                   |            |           |
| <b>Discussed in committee</b>                                         | 17.10.2013                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 5.11.2013         | 16.12.2013 | 22.1.2014 |
|                                                                       | 10.2.2014                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                   |            |           |
| <b>Date adopted</b>                                                   | 11.2.2014                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                   |            |           |
| <b>Result of final vote</b>                                           | +:<br>–:<br>0:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 35<br>2<br>0      |            |           |
| <b>Members present for the final vote</b>                             | Adam Bielan, Preslav Borissov, Jorgo Chatzimarkakis, Sergio Gaetano Cofferati, Birgit Collin-Langen, Lara Comi, Anna Maria Corazza Bildt, António Fernando Correia de Campos, Cornelis de Jong, Vicente Miguel Garcés Ramón, Evelyne Gebhardt, Małgorzata Handzlik, Eduard-Raul Hellvig, Philippe Juvin, Sandra Kalniete, Edvard Kožušník, Toine Manders, Hans-Peter Mayer, Phil Prendergast, Mitro Repo, Robert Rochefort, Zuzana Roithová, Heide Rühle, Christel Schaldemose, Andreas Schwab, Catherine Stihler, Róza Gräfin von Thun und Hohenstein, Barbara Weiler |                   |            |           |
| <b>Substitute(s) present for the final vote</b>                       | Ildikó Gáll-Pelcz, Emma McClarkin, Roberta Metsola, Pier Antonio Panzeri, Konstantinos Poupakis, Olga Sehnalová, Gabriele Stauner, Patricia van der Kammen, Josef Weidenholzer                                                                                                                                                                                                                                                                                                                                                                                         |                   |            |           |
| <b>Date tabled</b>                                                    | 18.2.2014                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                   |            |           |