

Package travel and linked travel arrangements

2013/0246(COD) - 18/02/2014 - Committee report tabled for plenary, 1st reading/single reading

The Committee on the Internal Market and Consumer Protection adopted the report by Hans-Peter MAYER (EPP, DE) on the proposal for a directive of the European Parliament and of the Council on package travel and assisted travel arrangements, amending Regulation (EC) No 2006/2004, Directive 2011/83/EU and repealing Council Directive 90/314/EEC.

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

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

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

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

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

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

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

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

Changes to the package, price reductions or price increases:

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

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

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

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

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