

Package travel and linked travel arrangements

2013/0246(COD) - 25/11/2015 - Final act

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

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

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

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

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

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

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

Pre-contractual information: according to the new Rules, Member States shall ensure that, before the traveller is bound by any package travel contract or any corresponding offer, the organiser and, where the package is sold through a retailer, also the retailer shall provide the traveller with the **standard information**, which shall include the following information:

- the main characteristics of the travel services (e.g. the travel destination(s), itinerary and periods of stay, with dates and, where accommodation is included, the number of nights included, the means, characteristics and categories of transport, the points, dates and time of departure and return, the duration and places of intermediate stops and transport connections, tourist category of the accommodation, the meal plan, visits, excursions, etc);
- **the trading name and geographical address** of the organiser and, where applicable, of the retailer, as well as their telephone number and, where applicable, e-mail address;
- **the total price of the package** inclusive of taxes and, where applicable, of all additional fees;

- **the arrangements for payment**, including any amount or percentage of the price which is to be paid as a down payment and the timetable for payment of the balance, or financial guarantees to be paid or provided by the traveller;
- general information on **passport and visa requirements**, including approximate periods for obtaining visas and information on health formalities, of the country of destination;
- information that the traveller may **terminate** the contract at any time before the start of the package in return for payment of an appropriate termination fee;
- information on optional or compulsory insurance to cover the cost of termination of the contract by the traveller or the cost of assistance, including repatriation, in the event of accident, illness or death.
- Member States shall ensure that package travel contracts are in **plain and intelligible language** and, in so far as they are in writing, legible. The organiser or retailer shall provide the traveller with a copy or confirmation of the contract on a durable medium.

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

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

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

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

- if any of the travel services are not performed in accordance with the package travel contract, the organiser shall **remedy the lack of conformity**, unless that: it is impossible; or entails disproportionate costs, taking into account the extent of the lack of conformity and the value of the travel services affected;
- where a significant proportion of the travel services cannot be provided as agreed in the package travel contract, the organiser shall **offer, at no extra cost to the traveller, suitable alternative arrangements** of, where possible, equivalent or higher quality than those specified in the contract, for the continuation of the package, including where the traveller's return to the place of departure is not provided as agreed;

- as long as it is impossible to ensure the traveller's return as agreed in the package travel contract because of unavoidable and extraordinary circumstances, the organiser shall bear the cost of necessary accommodation, if possible of equivalent category, for a period not exceeding **three nights per traveller**;
- the traveller shall be entitled to receive **appropriate compensation** from the organiser for any damage which the traveller sustains as a result of any lack of conformity. Compensation shall be made without undue delay.

Member States shall ensure that the traveller **may address messages, requests or complaints** in relation to the performance of the package directly to the retailer through which it was purchased. The retailer shall forward those messages, requests or complaints to the organiser without undue delay. The organiser shall give appropriate assistance without undue delay to the traveller in difficulty.

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

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

ENTRY INTO FORCE: 31.12.2015.

TRANSPOSITION: 01.01.2018 at the latest.

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