

Package travel and linked travel arrangements: make the protection of travellers more effective and simplify and clarify certain aspects

2023/0435(COD) - 29/11/2023 - Legislative proposal

PURPOSE: to amend Directive (EU) 2015/2302 to make the protection of travellers more effective and to simplify and clarify certain aspects of the Directive.

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

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

BACKGROUND: Directive (EU) 2015/2302 of the European Parliament and of the Council on package travel and linked travel arrangements modernised the legal framework for package travel in light of developments in the market and technology. That Directive aimed to cover new ways of booking travel services that had emerged, including customised combinations of travel services, which were not covered by Council Directive 90/314/EEC on package travel, package holidays and package tours or which were in a legal grey area, and strengthened the rights of travellers in different respects.

While, overall, Directive (EU) 2015/2302 has worked well, several challenges have emerged since the start of its application on 1 July 2018. The COVID-19 pandemic and related government measures had a significant impact on both the travel industry and travellers and exposed certain weaknesses in prevailing business models and showed that specific provisions of the Directive could be clarified.

CONTENT: this draft Directive aims to amend Directive (EU) 2015/2302 to make the protection of travellers more effective and to simplify and clarify certain aspects of the Directive. It seeks to contribute to the proper functioning of the internal market in relation to package travel and to the achievement of a high and as uniform as possible level of consumer protection in this sector.

The specific provisions of the proposal concern the following:

Definitions

The definition of a package is adapted to reflect that, when services are purchased from separate traders through linked online booking processes, they are considered as a package when the **traveller's personal details are transferred from one trader to another trader**. Bookings of different types of travel services for the same trip or holiday at one point of sale within a short period of time are considered as packages in the same way as bookings of different types of travel services for the same trip or holiday at one point of sale where the services are selected before the traveller concludes the first contract.

The revised Directive also clarifies that a combination of one or more types of services related to transport, accommodation or car rental with one or more other tourist services that do not account for more than 25% of the value of the combination and are not advertised as and do not represent an essential feature of the combination, do not constitute a package.

In addition, the definition of linked travel arrangement is also simplified and clarified.

Termination of the contract before the start of a package

The proposal clarifies that this right applies in the event of **unavoidable and extraordinary circumstances** at the travel destination or its immediate vicinity or affecting the journey to the destination but also at the places of residence or departure, in all cases significantly affecting the performance of the package travel. Contracts may be terminated where it can be reasonably expected that the performance of the package travel contract will be significantly affected by unavoidable and extraordinary circumstances.

The proposal also clarifies that **official travel warnings** issued by authorities or serious restrictions covering the travel destination or after returning from there are important elements in assessing whether unavoidable and extraordinary circumstances have arisen and significantly affect the performance of a package.

Refunds

When it comes to refunds, there is a chain of service providers, package organisers and travellers. Travellers will continue to be entitled to a **refund within 14 days**. This will be facilitated because package organisers, most of whom are small and medium-sized enterprises (SMEs), will have the right to a refund from service providers within 7 days. The fact that they get their refund within one week, enables them in turn to refund their clients within two weeks in total.

Vouchers

A new article on vouchers is also proposed specifying that when a contract is terminated, organisers may issue travellers with vouchers instead of a cash refund, but before accepting them, the traveller must be informed that they are not obliged to accept the voucher. Such vouchers should be valid for 12 months and their duration may be extended once with the approval of both parties. Their value must be at least equal to the amount of the refund. They must be transferable and covered by insolvency protection.

Payments

The proposal includes a new article on payments which provides that, in principle, downpayments may not exceed 25% of the package price and that the remaining payments may not be due earlier than 28 days before the start of the package. However, higher downpayments may be requested where this is necessary to ensure the organisation and performance of the package. This does not apply to packages booked less than 28 days before the start of the package and for package travel gift boxes.

Clearer Information

Holidaymakers will receive clear information on whether a combination of travel services constitutes a package, who is liable if there are problems, and on their rights as package travellers.