



TEXTS ADOPTED

P10_TA(2025)0195

Amending the Directive on package travel and linked travel arrangements

Amendments adopted by the European Parliament on 11 September 2025 on the proposal for a directive of the European Parliament and of the Council amending Directive (EU) 2015/2302 to make the protection of travellers more effective and to simplify and clarify certain aspects of the Directive (COM(2023)0905 - C9-0436/2023 - 2023/0435(COD))¹

(Ordinary legislative procedure: first reading)

¹ The matter was referred back for interinstitutional negotiations to the committee responsible, pursuant to Rule 60(4), fourth subparagraph (A10-0140/2025).

Amendment 1

Proposal for a directive Recital 2

Text proposed by the Commission

(2) In order to pursue those objectives, Directive (EU) 2015/2302 broadened the definition of the term ‘package’ compared to Directive 90/314/EEC. Directive (EU) 2015/2302 further specified existing rights of travellers and introduced new ones, such as the right for travellers to terminate a package travel contract without termination fees, under certain conditions, in the event of unavoidable and extraordinary circumstances. ***In addition, Directive (EU) 2015/2302 created the new concept of ‘linked travel arrangement’, which encompassed bookings carried out at one point of sale and bookings at different points of sale which a trader ‘facilitates in a targeted manner’. Linked travel arrangements are largely treated like stand-alone services, but payments received by a trader facilitating a linked travel arrangement are to be protected against such trader’s insolvency. Directive (EU) 2015/2302 aimed to ensure transparency by obliging traders to inform travellers on the nature of travel product offered to them and on the associated rights through standard information forms contained in Annexes I and II to that Directive.***

Amendment

(2) In order to pursue those objectives, Directive (EU) 2015/2302 broadened the definition of the term ‘package’ compared to Directive 90/314/EEC. Directive (EU) 2015/2302 further specified existing rights of travellers and introduced new ones, such as the right for travellers to terminate a package travel contract without termination fees, under certain conditions, in the event of unavoidable and extraordinary circumstances.

Amendment 2

Proposal for a directive Recital 3

Text proposed by the Commission

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

Amendment

(3) While, overall, Directive (EU) 2015/2302 has worked well, several challenges have emerged since the start of its application on 1 July 2018. The COVID-19 pandemic and related government measures had a significant impact on both the travel industry and travellers and exposed certain weaknesses in prevailing business models and showed that specific provisions of the Directive could be clarified. ***Moreover, despite the efforts linked to the Directive, to ensure transparency and provide clear information to travellers, a lack of uniformity in communicating information to travellers about their rights has persisted.***

Amendment 3

Proposal for a directive Recital 5

Text proposed by the Commission

(5) While, overall, the definition of 'package' is considered to have been effective, the definition of and the rules on linked travel arrangements, ***as well as their delimitation from packages***, should be clarified and simplified. Such clarification and simplification of the definitions and concepts 'package' ***and*** 'linked travel arrangement' should increase legal certainty for

Amendment

(5) While, overall, the definition of 'package' is considered to have been effective, the definition of and the rules on linked travel arrangements ***have created more complexity and legal uncertainty, and are rarely used in practice. Therefore, the definition of a 'package' should be clarified and simplified, and the provisions on linked travel arrangements should be***

all parties, while making the protection of travellers more effective, and ensuring a level playing field for traders. At the same time, the number of information forms to be used by traders when informing travellers on their rights should be reduced.

deleted from Directive (EU) 2015/2302. Such clarification and simplification of the definition and concept of 'package' ***and the deletion of references to the concept of 'linked travel arrangement'*** should increase legal certainty for all parties, while making the protection of travellers more effective, and ensuring a level playing field for traders. At the same time, the number of information forms to be used by traders when informing travellers on their rights should be reduced. ***With the deletion of the concept of "linked travel arrangements", Annex II should subsequently be deleted.***

Amendment 4

Proposal for a directive Recital 5 a (new)

Text proposed by the Commission

Amendment

(5a) In the context of online bookings, the term 'invites' should be understood as any action by the trader that actively encourages or prompts the traveller to enter into an additional contract for a different type of travel service. Such actions may include, but are not limited to, presenting the traveller with targeted offers during the booking process, or providing hyperlinks or prompts to book further services.

Amendment 5

Proposal for a directive
Recital 6

Text proposed by the Commission

(6) The principle underlying the definition of ‘package’ should remain that there is a close link between different travel services booked for the purpose of the same trip or holiday. ***In order to ensure that there is no overlap between the definition of ‘package’ and ‘linked travel arrangement’ and to eliminate the difficulties in distinguishing between packages and linked travel arrangements,*** bookings of different types of travel services for the same trip or holiday at one point of sale where the travel services have been selected before the traveller concludes a first contract should be considered as packages in the same way as travel services booked at one point of sale within a short period of time. In both cases, there is a close link between the bookings of travel services. Therefore, the definition of ‘package’, should cover both situations, ***while bookings made on the occasion of a single visit of or contact with one point of sale should be removed from the definition of linked travel arrangement.***

Amendment 6

Proposal for a directive
Recital 7

Text proposed by the Commission

(7) In the context of bookings

Amendment

(6) The principle underlying the definition of ‘package’ should remain that there is a close link between different travel services booked for the purpose of the same trip or holiday. Bookings of different types of travel services for the same trip or holiday at one point of sale where the travel services have been selected before the traveller concludes a first contract should be considered as packages in the same way as travel services booked at one point of sale within a short period of time. In both cases, there is a close link between the bookings of travel services. Therefore, the definition of ‘package’, should cover both situations.

Amendment

(7) In the context of bookings

made within a short period of time at one point of sale, it is appropriate to replace the rather vague criterion of 'a single visit or contact'. Therefore, bookings of different types of travel services for the same trip **of** holiday **made within three hours should always be considered as packages. The same should apply** where, before the **completion of** a first **booking**, a trader invites a traveller to book additional services for the same trip or holiday **after completing the first booking, and where subsequent bookings take place** within 24 hours **after the conclusion** of the first **contract**.

made within a short period of time at one point of sale, it is appropriate to replace the rather vague criterion of 'a single visit or contact'. Therefore, bookings of different types of travel services for the same trip **or** holiday where, before the **traveller agrees to pay for** a first **travel service**, a trader **actively** invites a traveller to book **one or more** additional services for the same trip or holiday within 24 hours of **agreeing to pay for** the first **service, should be considered as packages. For the purpose of this Directive, a trader should be considered to be actively inviting a traveller to book a service when it optimises the offer for sale in question or promotes such offer.**

Amendment 7

Proposal for a directive Recital 8

Text proposed by the Commission

(8) The definition of package formed through linked online booking processes in Article 3(2)(b)(v) of Directive (EU) 2015/2302, which required that the traveller's name, payment details and email address are all transmitted from one trader to another trader, has proved to be too narrow. Therefore, it is appropriate to consider **as 'package'** bookings of different types of travel services for the same trip or holiday where the trader that is party to a first contract transfers to a trader that is party to a second or further

Amendment

(8) The definition of package formed through linked online booking processes in Article 3(2)(b)(v) of Directive (EU) 2015/2302, which required that the traveller's name, payment details and email address are all transmitted from one trader to another trader, has proved to be too narrow. Therefore, it is appropriate to consider **as a 'package'** bookings of different types of travel services for the same trip or holiday where the trader that is party to a first contract transfers **the traveller's personal data** to a trader that is

contract ***alternatively*** the traveller's name, payment details, email address or ***any other of the traveller's personal data***. ***Such*** transfer of personal data indicates a close link between the bookings/contracts ***so that the criterion of 24 hours for the second booking is not indispensable and should be removed***.

party to a second or further contract. ***Such a transfer of personal data should enable the traders involved to establish that the same traveller is a party to the relevant contracts and could include, for example,*** the traveller's name, payment details, email address or ***telephone number***. ***The*** transfer of personal data indicates a close link between the bookings/contracts.

Amendment 8

Proposal for a directive Recital 9

Text proposed by the Commission

(9) The definition of 'a linked travel arrangement' should cover situations where a trader that is party to a first contract and receives payments from or on behalf of the traveller invites a traveller to book additional types of travel services for the same trip or holiday. In this context, the trader that is party to a first contract should obtain insolvency protection. Furthermore, in order to make sure that travellers fully benefit from the rules on insolvency protection and for traders to know that they are subject to this obligation, it is appropriate that the information forms on linked travel arrangements recommend to travellers to record the invitation and the additional booking, for instance through screenshots,

Amendment

deleted

and to inform the trader with whom a first contract was concluded that a contract on an additional type of travel service has been concluded for the same trip or holiday within 24 hours following the invitation from the trader. The trader should be obliged to make available to travellers a facility, such as an email address or a website, where travellers can register such information and shall acknowledge receipt of such information.

Amendment 9

Proposal for a directive Recital 10

Text proposed by the Commission

(10) Regarding packages where, for example, accommodation is combined with other tourist services, but which do not contain any carriage of passengers, the general criterion of ‘a significant proportion’ of the value of the combination, applying to tourist services as referred to in Article 3(1)(d), should be replaced with the more specific criterion of ‘at least 25%’ in order to increase legal certainty.

Amendment

(10) Regarding packages where, for example, accommodation is combined with other tourist services, but which do not contain any carriage of passengers, the general criterion of ‘a significant proportion’ of the value of the combination, applying to tourist services as referred to in Article 3(1)(d), should be replaced with the more specific criterion of ‘at least 25%’ in order to increase legal certainty. ***It should be noted that different on-site activities that are provided as an intrinsic part of or typically associated with accommodation, regardless of their value, should not result in the creation of a package if these services are combined only with accommodation.***

Amendment 10

Proposal for a directive Recital 12

Text proposed by the Commission

(12) There are certain risks which are inherent in the business practice of requiring advance payments, in particular, in situations where organisers are obliged to refund significant amounts to travellers for cancelled trips within a short period of time. Therefore, it should be provided that downpayments, that is to say payments asked of travellers at the time of booking or shortly afterwards, should **not be higher than 25% of the total price of the package, and that organisers or, where applicable, retailers should be prevented from requesting the payment of the remaining amount earlier than 28 days before the start of the package. At the same time, organisers and, where applicable, retailers should be able to request higher** downpayments **where this is necessary to ensure the organisation and proper performance of the package. The level of downpayments requested by organisers** may be justified by advance payments to service providers, including where they belong to the same group of companies as the organiser, or the need to cover the organiser's costs directly related to the organisation and performance of the package at the time of booking or shortly afterwards. This

Amendment

(12) There are certain risks which are inherent in the business practice of requiring advance payments, in particular, in situations where organisers are obliged to refund significant amounts to travellers for cancelled trips within a short period of time. Therefore, it should be provided that downpayments, that is to say payments asked of travellers at the time of booking or shortly afterwards, should **be set at an appropriate level.** Downpayments may be **subject to limitations based on national jurisdiction.**

may, where applicable, include commissions requested by retailers.

Amendment 11

Proposal for a directive Recital 13

Text proposed by the Commission

Amendment

(13)The level of downpayments should not require different calculations for each package but can be established for groups of packages that have similar characteristics regarding the necessity of downpayment. Organisers and, where relevant, retailers should continue to be obliged to inform travellers, before the conclusion of the contract, about the downpayments they request. ***deleted***

Amendment 12

Proposal for a directive Recital 14

Text proposed by the Commission

Amendment

(14)Since the limitation of advance payments is not compatible with the concept of package travel gift boxes as referred to in Article 3(5)(b)(iv) of Directive (EU) 2015/2302 and packages booked less than 28 days before the start of the package, these two types of packages should be exempted from the limitation of advance payments introduced by this ***deleted***

Directive.

Amendment 13

Proposal for a directive Recital 16

Text proposed by the Commission

(16) In certain situation voluntary vouchers to travellers can be a useful alternative to refunds. Vouchers can give more flexibility to organisers in particular if they are confronted with the obligation to make many refunds within a short period of time. At the same time, vouchers can be acceptable for travellers who do not need an instant refund, as long as there are specific legal guarantees. Therefore, clear rules on vouchers should be laid down which provide such guarantees. Those guarantees should include transparency on the voluntary nature and on the key characteristics of vouchers, as well as on travellers' rights in relation to vouchers, for example, the fact that they are protected against the organiser's insolvency and that travellers are entitled to an automatic refund where a voucher is not redeemed during its period of validity. Organisers may make vouchers more attractive, for example, by increasing the **amount** of the voucher compared to the traveller's refund right. In such cases, insolvency protection should be limited to the amount **of payments received from the traveller.**

Amendment

(16) In certain **situations** voluntary vouchers to travellers can be a useful alternative to refunds. Vouchers can give more flexibility to organisers in particular if they are confronted with the obligation to make many refunds within a short period of time. At the same time, vouchers can be acceptable for travellers who do not need an instant refund, as long as there are specific legal guarantees. Therefore, clear rules on vouchers should be laid down which provide such guarantees. Those guarantees should include transparency on the voluntary nature and on the key characteristics of vouchers, as well as on travellers' rights in relation to vouchers, for example, the fact that they are protected against the organiser's insolvency and that travellers are entitled to an automatic refund where a voucher is not redeemed during its period of validity. **It should be possible for the voucher to be used for any services proposed by the organiser.** Organisers **should be able to** make vouchers more attractive, for example, by increasing **their value as** compared to the traveller's refund right. In such cases, insolvency protection should be limited to the amount **of the traveller's refund rights.**

Amendment 14

Proposal for a directive Recital 16 a (new)

Text proposed by the Commission

Amendment

(16a) If a package has been combined by an organiser and is made up of services by two, or more, different travel service providers, the voucher should apply to the organiser where the package was booked and not be split up among different travel service providers that the organiser is cooperating with.

Amendment 15

Proposal for a directive Recital 18

Text proposed by the Commission

Amendment

(18) The multitude of conceivable situations that may give rise to the termination of a package travel contract due to unavoidable and extraordinary circumstances which significantly affect the performance of a package requires a case-by-case assessment, for instance, in light of the nature and the extent of such circumstances.

It should be clarified that the termination of a contract is possible if it can be reasonably expected that its performance will be significantly affected by unavoidable and extraordinary circumstances.

(18) It should be clarified that the termination of a contract is possible if it can be reasonably expected that its performance will be significantly **and objectively** affected by unavoidable and extraordinary circumstances, which requires a case-by-case assessment. The assessment as to whether unavoidable and extraordinary circumstances will have significant and objective effects on the performance of the package should be based on a prediction, at the moment of the termination of the contract, of the likelihood that the unavoidable and extraordinary circumstances

will have significant and objective effects on the performance of the package. Where a traveller terminates the contract, such an assessment should be made from the perspective of an average traveller who is reasonably well-informed and reasonably observant and circumspect, based on information available at the date of termination of the package travel contract in question. The effects of unavoidable and extraordinary circumstances occurring at the place of departure, destination, including its immediate vicinity, or affecting the journey to or from the destination, including the various places connected with the start and return of the trip in question, should be taken into account where they affect the performance of travel services included in the relevant package travel contract. Circumstances affecting only the journey to the destination or the return journey should not be taken into account if that journey is not part of the package travel contract, including the transport of the passenger to the agreed place of departure.

Amendment 16

Proposal for a directive Recital 19

Text proposed by the Commission

(19) During the Covid-19

Amendment

(19) During the Covid-19

pandemic, different interpretations emerged regarding cancellation rights due to 'unavoidable and extraordinary circumstances' including in relation to the relevance of travel warnings. It is, therefore, appropriate to specify that official travel warnings for the travel destination issued by the authorities of the Member State of the traveller's residence or departure or the country of destination, are important elements when assessing **the justification** of the termination of a contract. **It should also be clarified that** serious restrictions at the travel destination or **applying after returning from the trip or holiday, such as** quarantine requirements for a significant period, **are also relevant when assessing the justification of the** termination of a **package travel** contract.

pandemic, different interpretations emerged regarding cancellation rights due to 'unavoidable and extraordinary circumstances' including in relation to the relevance of travel warnings. It is, therefore, appropriate to specify that official travel warnings for the travel destination issued by the authorities of the Member State of the traveller's residence or departure or the country of destination, are important elements when assessing **whether** the termination of a contract **is justified**. **Furthermore, the absence of official travel warnings should not prevent the existence of those circumstances and their effects on the performance of the package from being established. Unavoidable and extraordinary circumstances can cover not only circumstances which affect the performance of a package but also circumstances which, without preventing such performance, mean that the package cannot be performed without exposing the travellers concerned to risks to their health and safety. The relevance of such circumstances and their effects should be assessed objectively, while taking into account, where appropriate, the degree to which the travellers concerned are exposed to risk. The fact that, due to unavoidable and extraordinary circumstances, travellers will be subject to serious restrictions at the travel destination or at their place of departure, including quarantine**

requirements for a significant period, ***should also be assessed when considering whether a termination of contract is justified.***

Amendment 17

Proposal for a directive Recital 20

Text proposed by the Commission

(20) It should also be clarified that the 14-day refund period, which is triggered by the termination of the contract, applies regardless of whether the traveller specifically asks for a refund.

Amendment

(20) It should also be clarified that the 14-day refund period, which is triggered by the termination of the contract, applies regardless of whether the traveller specifically asks for a refund. ***Furthermore, it should be specified that the organiser is to reimburse all payments made by or on behalf of the traveller in respect of the package.***

Amendment 18

Proposal for a directive Recital 21 a (new)

Text proposed by the Commission

Amendment

(21a) Under the conditions laid down in this Directive, Member States should define their insolvency protection systems applicable within their territories, including the associated procedures and the methods for providing information on insolvency protection through the most effective communication channels available. It is important to lay down that, as soon as an insolvency occurs,

travellers should be provided with all necessary information to benefit from insolvency protection rights. Accordingly, the Member States should designate a relevant entity or entities, which will be responsible for providing the necessary information. The Commission should centralise the information related to those insolvency protection schemes and central contact points, and make it available to the public on its website.

Amendment 19

Proposal for a directive Recital 22

Text proposed by the Commission

(22) In order to ensure effectiveness of insolvency protection for travellers at all times, it should be provided that the security is sufficient to cover costs for refunds and repatriations in cases where an insolvency occurs at a time when an organiser holds the highest amounts of payments. Any increases of those amounts due to a higher anticipated volume of packages sold in a given period should be taken into account. It should be clarified that Member States should supervise the insolvency protection of organisers and monitor the market for the provision of insolvency protection ***and that. If necessary, Member States should be able to require a second level of protection, such as a back-up fund. This may be relevant, for example,***

Amendment

(22) In order to ensure effectiveness of insolvency protection for travellers at all times, it should be provided that the security is sufficient to cover costs for refunds and repatriations in cases where an insolvency occurs at a time when an organiser holds the highest amounts of payments. Any increases of those amounts due to a higher anticipated volume of packages sold in a given period should be taken into account. It should be clarified that Member States should supervise the insolvency protection of organisers and monitor the market for the provision of insolvency protection. It should be clarified that such measures can be co-financed by the Member States only in exceptional circumstances and reiterated that those provisions

where insurance policies do not provide the required level of protection. Such back-up funds should normally be funded exclusively through contributions from organisers.

It should be clarified that such measures can be co-financed by the Member States only in exceptional circumstances and reiterated that those provisions are without prejudice to the Union provisions on State aid insofar as such measures involve State aid.

are without prejudice to the Union provisions on State aid insofar as such measures involve State aid.

Amendment 20

Proposal for a directive Recital 25

Text proposed by the Commission

(25) It is important that travellers are properly informed on their rights, are able to understand the information provided to them and have access to that information when they need it. Therefore, certain changes should be made regarding pre-contractual information requirements, the content of a package travel contract and the standard information forms set out in Annexes I and II to Directive (EU) 2015/2302. For example, the standard information forms in Annex I should specify the trader responsible for refunds for cancelled packages. The right to terminate a package travel contract without a fee due to unavoidable and extraordinary circumstances should be presented next to the possibility to cancel a package subject to a cancellation fee. In addition,

Amendment

(25) It is important that travellers are properly informed on their rights, are able to understand the information provided to them and have access to that information when they need it. Therefore, certain changes should be made regarding pre-contractual information requirements, the content of a package travel contract and the standard information forms set out in Annexes I and II to Directive (EU) 2015/2302. For example, the standard information forms in Annex I should specify the trader responsible for refunds for cancelled packages. The right to terminate a package travel contract without a fee due to unavoidable and extraordinary circumstances should be presented next to the possibility to cancel a package subject to a cancellation fee. In addition,

organisers should be obliged to add the standard information form to the contract so that it is available to travellers after the conclusion of the contract, along with contact details of the relevant traders.

organisers should be obliged to add the standard information form to the contract so that it is available to travellers after the conclusion of the contract, along with contact details of the relevant traders. ***To ensure that travellers are properly informed about their rights, organisers should provide assistance accessible to travellers, especially vulnerable travellers, through a one-stop shop. Digital communication channels should be recognised as a key tool for providing up-to-date and personalised information about passenger rights at all times. This information should be provided automatically and proactively by organisers, particularly in the case of an event likely to have an impact on the package, in order to facilitate the flow of information to the traveller and the organiser. Digital communication channels should be prioritised, without adversely affecting passenger assistance provided at physical counters.***

Amendment 21

Proposal for a directive Recital 25 a (new)

Text proposed by the Commission

Amendment

(25a) Compliance with this Directive should be enforceable by means of the imposition of penalties and other enforcement measures. Member States should take all necessary measures to ensure

that the provisions of this Directive are implemented, including by laying down effective, proportionate and dissuasive penalties applicable to infringements of national provisions adopted pursuant to this Directive. Member States should also ensure respect for the ne bis in idem principle. When assessing the amount of fines, Member States should, in each individual case, take into account all relevant circumstances of the specific situation, with due regard in particular to the nature, gravity, scale and duration of the infringement and of its consequences and to the size of the provider, in particular if the provider is an SME, including start-ups.

Amendment 22

Proposal for a directive

Article 1 - paragraph 1 - point 1

Directive (EU) 2015/2302

Article 1

Text proposed by the Commission

Article 1

Subject matter

The purpose of this Directive is to contribute to the proper functioning of the internal market and to the achievement of a high and as uniform as possible level of consumer protection by approximating certain aspects of the laws, regulations and administrative provisions of the Member States in respect of contracts between travellers and

Amendment

Article 1

Subject matter

The purpose of this Directive is to contribute to the proper functioning of the internal market and to the achievement of a high and as uniform as possible level of consumer protection by approximating ***and simplifying*** certain aspects of the laws, regulations and administrative provisions of the Member States in respect of contracts between

traders relating to package travel and ***linked travel arrangements, as well as*** certain aspects of contracts between organisers of packages and service providers.

travellers and traders relating to package travel and certain aspects of contracts between organisers of packages and ***travel service providers, as well as of the specific information requirements in some cases not leading to the creation of a package.***

Amendment 23

Proposal for a directive

Article 1 - paragraph 1 - point 2

Directive (EU) 2015/2302

Article 2 - paragraph 1 - subparagraph 1

Text proposed by the Commission

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

Amendment

This Directive applies to packages offered for sale or sold by traders to travellers.

Amendment 24

Proposal for a directive

Article 1 - paragraph 1 - point 2 a (new)

Directive (EU) 2015/2302

Article 2 - paragraph 2 - point a

Present text

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

Amendment

(2a) in Article 2(2), point (a) is replaced by the following:

‘(a) packages covering a period of less than 24 hours unless overnight accommodation is included;’

Amendment 25

Proposal for a directive

Article 1 - paragraph 1 - point 2 b (new)

Directive (EU) 2015/2302

Article 2 - paragraph 2 - point b

Present text

(b) packages offered, **and linked travel arrangements facilitated**, occasionally and on a not-for-profit basis and only to a limited group of travellers;

Amendment

(2b) in Article 2(2), point (b) is replaced by the following:

‘(b) packages offered occasionally and on a ‘not-for-profit’ basis and only to a limited group of travellers;’

Amendment 26

Proposal for a directive

Article 1 - paragraph 2 - point 2 c (new)

Directive (EU) 2015/2302

Article 2 - paragraph 2 - point c

Present text

(c) packages **and linked travel arrangements** purchased **on the basis of a general agreement** for the arrangement of business travel between a trader and another natural or legal person who is acting for purposes relating to his trade, business, craft or profession.

Amendment

(2c) in Article 2(2), point (c) is replaced by the following:

‘(c) packages purchased for the arrangement of business travel between a trader and another natural or legal person who is acting for purposes relating to his trade, business, craft or profession.’

Amendment 27

Proposal for a directive

Article 1 - paragraph 1 - point 3 - point a

Directive (EU) 2015/2302

Article 3 - paragraph 1 - point 2 - point b - point i

Text proposed by the Commission

(i) those services are purchased from a single point of sale and

- ***have been selected before the traveller agrees to pay,***

- ***other types of travel services are booked within 3 hours after the traveller agreed to pay for the first travel service, or***

- ***other types of travel services are booked within 24 hours after the traveller agreed to pay for the first travel service and if, before the traveller agreed to pay for the first travel service, the trader invited the traveller to subsequently book one or more additional types of travel services, or***

Amendment

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

Amendment 28

Proposal for a directive

Article 1 - paragraph 1 - point 3 - point a

Directive (EU) 2015/2302

Article 3 - paragraph 1 - point 2 - point b - point i a (new)

Text proposed by the Commission

Amendment

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

Amendment 29

Proposal for a directive

Article 1 - paragraph 1 - point 3 - point a

Directive (EU) 2015/2302

Article 3 - paragraph 1 - point 2 - point b - point ii

Text proposed by the Commission

Amendment

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

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

Amendment 30

Proposal for a directive

Article 1 - paragraph 1 - point 3 - point a

Directive (EU) 2015/2302

Article 3 - paragraph 1 - point 2 - point b - point iii

Text proposed by the Commission

Amendment

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

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

Amendment 31

Proposal for a directive

Article 1 - paragraph 1 - point 3 - point a

Directive (EU) 2015/2302

Article 3 - paragraph 1 - point 2 - point b - point iv

Text proposed by the Commission

Amendment

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

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

Amendment 32

Proposal for a directive

Article 1 - paragraph 1 - point 3 - point a

Directive (EU) 2015/2302

Article 3 - paragraph 1 - point 2 - point b - point v

Text proposed by the Commission

Amendment

(v) **are** purchased from separate traders through linked online booking processes where the traveller's **name, payment details, e-mail address or the traveller's other** personal data are transmitted from the trader with whom the first contract is concluded to another trader or **other** traders.

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

Amendment 33

Proposal for a directive

Article 1 - paragraph 1 - point 3 - point a

Directive (EU) 2015/2302

Article 3 - paragraph 1 - point 2 - point b - point v a (new)

Text proposed by the Commission

Amendment

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

Amendment 34

Proposal for a directive

Article 1 - paragraph 1 - point 3 - point b

Directive (EU) 2015/2302

Article 3 - paragraph 1 - point 5

Text proposed by the Commission

Amendment

(b) point 5 is **replaced by the following:**

(b) point 5 is **deleted**.

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

Amendment 35

Proposal for a directive

Article 1 - paragraph 1 - point 3 - point b a (new)

Directive (EU) 2015/2302

Article 3 - paragraph 1 - point 7

Present text

Amendment

(7) ‘trader’ means any natural person or any legal person, irrespective of whether privately or publicly owned, who is acting, including through any other person acting in his name or on his behalf, for purposes relating to his trade, business, craft or profession in relation to contracts covered by this Directive, whether acting in the capacity of

(ba) point 7 is replaced by the following:

‘(7) ‘trader’ means any natural person or any legal person, irrespective of whether privately or publicly owned, who is acting, including through any other person acting in his name or on his behalf, for purposes relating to his trade, business, craft or profession in relation to contracts covered by this Directive, whether acting in the capacity of

organiser, retailer, **trader facilitating a linked travel arrangement** or as a travel service provider;

organiser, retailer, or as a travel service provider;

Amendment 36

Proposal for a directive

Article 1 - paragraph 1 - point 3 - point b b (new)

Directive (EU) 2015/2302

Article 3 - paragraph 1 - point 12

Present text

(12) ‘unavoidable and extraordinary circumstances’ means a situation beyond the control of the party who invokes such a situation and the consequences of which could not have been avoided even if all reasonable measures had been taken;

Amendment

(bb)point 12 is replaced by the following:

(12) ‘unavoidable and extraordinary circumstances’ means a situation beyond the control of the party who invokes such a situation and the consequences of which could not have been avoided even if all reasonable measures had been taken, ***including inter alia war or conflict, other serious security problems such as terrorism, significant risks to human health such as the outbreak of a serious disease at the travel destination, or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the destination as agreed in the package travel contract;***

Amendment 37

Proposal for a directive

Article 1 - paragraph 1 - point 4 - point -a (new)

Directive (EU) 2015/2302

Article 5 - paragraph 1 - subparagraph 1 - point a - subpoint viii

Present text

(viii) whether the trip or holiday is generally suitable for persons with reduced mobility and, upon the traveller's request, precise information on the suitability of the trip or holiday taking into account the traveller's needs;

Amendment

(-a) in point (a), subpoint (viii) is replaced by the following:

‘(viii) whether the trip or holiday is generally suitable for persons with a ***disability and*** reduced mobility and, upon the traveller's request, precise information on the ***accessibility and*** suitability of the trip or holiday taking into account the traveller's needs;’

Amendment 38

Proposal for a directive

Article 1 - paragraph 1 - point 4 - point -a a (new)

Directive (EU) 2015/2302

Article 5 - paragraph 1 - subparagraph 1 - point b

Present text

(b) 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;

Amendment

(-aa) point (b) is replaced by the following:

‘(b) the trading name and geographical address of the organiser and, where applicable, of the retailer, as well as their ***free of charge*** telephone number and ***functional*** e-mail address;’

Amendment 39

Proposal for a directive

Article 1 - paragraph 1 - point 4 - point a

Directive (EU) 2015/2302

Article 5 - paragraph 1 - subparagraph 1 - point d

Text proposed by the Commission

(d) the arrangements for payment, including any amount or percentage of the price which is to be paid as a down payment and

Amendment

‘(d) the arrangements for payment, including ***via points or other currency reward systems and*** any amount or percentage of

the timing for payment of the balance, ***in accordance with Article 5a***, or financial guarantees to be paid or provided by the traveller;

the price which is to be paid as a down payment and the timing for payment of the balance, or financial guarantees to be paid or provided by the traveller;'

Amendment 40

Proposal for a directive

Article 1 - paragraph 1 - point 4 - point a a (new)

Directive (EU) 2015/2302

Article 5 - paragraph 1 - subparagraph 1 - point f

Present text

(f) general information on passport and visa requirements, including approximate periods for obtaining visas and information on health formalities, of the country of destination;

Amendment

(aa) point (f) is replaced by the following:

'(f) ***exhaustive*** general information on passport and visa requirements, including approximate periods for obtaining visas and information on health formalities, of the country of destination ***and transit, as well as changes occurring between the conclusion of the contract and its execution;***'

Amendment 41

Proposal for a directive

Article 1 - paragraph 1 - point 4 - point b a (new)

Directive (EU) 2015/2302

Article 5 - paragraph 1 - subparagraph 1 - point h a (new)

Text proposed by the Commission

Amendment

(ba) the following point is added:

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

Amendment 42

Proposal for a directive

Article 1 - paragraph 1 - point 4 a (new)

Directive (EU) 2015/2302

Article 5 – paragraph 3

Present text

3. The information referred to in paragraphs 1 and 2 shall be provided in a clear, comprehensible and prominent manner. Where such information is provided in writing, it shall be legible.

Amendment

(4a) in Article 5, paragraph 3 is replaced by the following:

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

Amendment 43

Proposal for a directive

Article 1 - paragraph 1 - point 5

Directive (EU) 2015/2302

Article 5a

Text proposed by the Commission

Article 5a

Payments

Member States ***shall ensure that, except for packages as defined in Article 3, point (2)(b)(iv), and packages booked less than 28 days before the start of the package, the organiser or, where applicable, the retailer shall not request downpayments exceeding 25% of the total price of the***

Amendment

Article 5a

Payments

Member States ***may, in accordance with national provisions, introduce limitations on pre-payments.***

package and shall not request the remaining payment earlier than 28 days before the start of the package. The organiser, or where applicable, the retailer may request higher downpayments where this is necessary to ensure the organisation and the performance of the package. The downpayments may cover advance payments to providers of services included in the package and costs incurred by the organiser, or where applicable the retailer, specifically in relation to the organisation and performance of the package insofar as it is necessary to cover those costs at the time of booking.

Amendment 44

Proposal for a directive

Article 1 - paragraph 1 - point 6 - point -a (new)

Directive (EU) 2015/2302

Article 7 - paragraph 1

Present text

1. Member States shall ensure that package travel contracts are in plain and intelligible language and, in so far as they are in writing, legible. At the conclusion of the package travel contract or without undue delay thereafter, the organiser or retailer shall provide the traveller with a copy or confirmation of the contract on a durable medium. The traveller shall be entitled to request a paper copy if the package travel contract has been concluded in the simultaneous physical

Amendment

(-a) paragraph 1 is replaced by the following:

‘1. Member States shall ensure that package travel contracts are ***in accessible formats in accordance with the accessibility requirements set out in Annex I to Directive (EU) 2019/882***, in plain and intelligible language and, in so far as they are in writing, legible. At the conclusion of the package travel contract or without undue delay thereafter, the organiser or retailer shall provide the traveller with a copy or confirmation of the contract on a durable medium.

presence of the parties.

The traveller shall be entitled to request a paper copy if the package travel contract has been concluded in the simultaneous physical presence of the parties.'

Amendment 45

Proposal for a directive

Article 1 - paragraph 1 - point 6 - point b

Directive (EU) 2015/2302

Article 7 - paragraph 2a

Text proposed by the Commission

2a. The relevant information form set out in Annex I shall be attached to the contract. The contract shall contain a clear reference to that information form..

Amendment

2a. The relevant information form set out in Annex I shall be attached to the contract ***or made available electronically at the time of its conclusion***. The contract shall contain a clear reference to that information form.

Amendment 46

Proposal for a directive

Article 1 - paragraph 1 - point 6 a (new) -

Directive (EU) 2015/2302

Article 11 - paragraph 2 - introductory part

Present text

2. If, before the start of the package, the organiser is constrained to alter significantly any of the main characteristics of the travel services as referred to in point (a) of the first subparagraph of Article 5(1) or cannot fulfil the special requirements as referred to in point (a) of Article 7(2), or

Amendment

(6a) in Article 11, the introductory part of paragraph 2 is replaced by the following:

'2. If, before the start of the package, the organiser is constrained to alter significantly any of the main characteristics of the travel services as referred to in point (a) of the first subparagraph of Article 5(1) or cannot fulfil the special requirements as referred to in point (a) of Article 7(2), or

proposes to increase the price of the package by more than 8 % in accordance with Article 10(2), the traveller may within a reasonable period specified by the organiser:

proposes to increase the price of the package by more than 8 % in accordance with Article 10(2), **it shall inform immediately** the traveller **who** may within a reasonable period specified by the organiser:’

Amendment 47

Proposal for a directive

Article 1 - paragraph 1 - point 7 - point -a (new)

Directive (EU) 2015/2302

Article 12 - paragraph 1

Present text

1. Member States shall ensure that the traveller may terminate the package travel contract at any time before the start of the package. Where the traveller terminates the package travel contract under this paragraph, the traveller may be required to pay ***an appropriate and justifiable termination fee to the organiser. The package travel contract may specify reasonable*** standardised termination ***fees based on the time of the termination of the contract before the start of the package and the expected cost savings and income from alternative deployment of the travel services. In the absence of standardised termination fees, the amount of the termination fee shall correspond to the price of the package minus the cost savings and income from alternative deployment of the travel services. At the***

Amendment

(-a) paragraph 1 is replaced by the following:

‘1. Member States shall ensure that the traveller may terminate the package travel contract at any time before the start of the package. Where the traveller terminates the package travel contract under this paragraph, the traveller may be required to pay ***a standardised termination fee laid down in the contract.***’

***traveller's request the
organiser shall provide a
justification for the amount of
the termination fees.***

Amendment 48

Proposal for a directive

Article 1 - paragraph 1 - point 7 - point -a a (new)

Directive (EU) 2015/2302

Article 12 - paragraph 1 - subparagraph 1a (new)

Text proposed by the Commission

Amendment

***(-aa) in paragraph 1, the
following subparagraph is
added:***

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

Amendment 49

Proposal for a directive

Article 1 - paragraph 1 - point 7 - point a

Directive (EU) 2015/2302

Article 12 - paragraph 2

Text proposed by the Commission

Amendment

2. Notwithstanding paragraph

2. Notwithstanding paragraph

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

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

Amendment 50

Proposal for a directive

Article 1 - paragraph 1 - point 7 - point a a (new)

Directive (EU) 2015/2302

Article 12 - paragraph 3 - introductory part

Present text

3. The organiser may terminate the package travel contract and provide the traveller with a full refund of any payments made for the package, but shall not be

Amendment

(aa) in paragraph 3, the introductory part is replaced by the following:

‘3. The organiser may terminate the package travel contract and provide the traveller with a full refund of any payments made for the package, ***or, in a non-***

liable for additional compensation, if:

binding manner, offer substantially the same package through alternative carriers and transport modes, or an alternative travel service to replace the original package, or components of that package.

However, the organiser shall not be liable for additional compensation, if:’

Amendment 51

Proposal for a directive

Article 1 - paragraph 1 - point 7 - point b

Directive (EU) 2015/2302

Article 12 - paragraph 3a

Text proposed by the Commission

3a. Official warnings against travel to a particular destination issued by the authorities of the Member State of departure or traveller’s residence or the country of destination, or the fact that travellers will be subject to serious restrictions at the travel destination or in the Member State of residence or departure after returning from the trip or holiday, shall be important elements to be taken into account in the assessment of whether a termination of the contract based on paragraph 2 and paragraph 3, point (b), is justified.

Amendment

3a. Official warnings against travel to a particular destination issued by the authorities of the Member State of departure or traveller’s residence or the country of destination, or the fact that travellers will be subject to serious restrictions at the travel destination or in the Member State of residence or departure after returning from the trip or holiday, shall be important elements to be taken into account in the assessment of whether a termination of the contract based on paragraph 2 and paragraph 3, point (b), is justified. ***This applies in particular where an official warning has been issued at most 28 days before the scheduled start of the package but is without prejudice to a case-by-case assessment. Where the traveller has been duly informed about an official warning and travel restrictions***

by the organiser, and nonetheless proceeded with a booking, the traveller shall assume the financial risk in the event that he or she terminates the package travel contract.

Amendment 52

Proposal for a directive

Article 1 - paragraph 1 - point 7 - point c

Directive (EU) 2015/2302

Article 12 - paragraph 4 - subparagraph 1

Text proposed by the Commission

The organiser shall provide any refunds required under paragraphs 2 and 3 or, with respect to paragraph 1, reimburse any payments made by or on behalf of the traveller for the package minus the appropriate and justifiable termination fee. The organiser shall make such refunds or reimbursements to the traveller without undue delay and, in any event, not later than 14 days after the package travel contract is terminated, regardless of whether the traveller specifically asks for a refund.

Amendment

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

Amendment 53

Proposal for a directive
Article 1 - paragraph 1 - point 8
Directive (EU) 2015/2302
Article 12a - paragraph 1

Text proposed by the Commission

1. Member States shall ensure that, where a contract is terminated pursuant to Articles 10, 11 or 12, the organiser may give the traveller the choice to accept a voucher which can be used for a future package instead of a refund.

Amendment

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

Amendment 54

Proposal for a directive
Article 1 - paragraph 1 - point 8
Directive (EU) 2015/2302
Article 12a - paragraph 1 a (new)

Text proposed by the Commission

Amendment

1a. The traveller's consent shall not be assumed. Before issuing a voucher, the organiser shall always seek the express consent of the traveller.

Amendment 55

Proposal for a directive
Article 1 - paragraph 1 - point 8
Directive (EU) 2015/2302
Article 12a - paragraph 2 - point a a (new)

Text proposed by the Commission

Amendment

(aa) the value of the voucher;

Amendment 56

Proposal for a directive

Article 1 - paragraph 1 - point 8

Directive (EU) 2015/2302

Article 12a - paragraph 2 - point a b (new)

Text proposed by the Commission

Amendment

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

Amendment 57

Proposal for a directive

Article 1 - paragraph 1 - point 8

Directive (EU) 2015/2302

Article 12a - paragraph 2 - point a c (new)

Text proposed by the Commission

Amendment

(ac) the fact that the voucher can be transferred once and without any fee;

Amendment 58

Proposal for a directive

Article 1 - paragraph 1 - point 8

Directive (EU) 2015/2302

Article 12a - paragraph 2 - point b

Text proposed by the Commission

Amendment

(b) the validity period of the voucher and the rights of travellers in relation to vouchers as laid down in this Article,

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

Amendment 59

Proposal for a directive

Article 1 - paragraph 1 - point 8

Directive (EU) 2015/2302

Article 12a - paragraph 2 a (new)

Text proposed by the Commission

Amendment

2a. The information referred to in paragraph 2 shall be shared proactively, automatically, and in a personalised manner to travellers through digital communication channels by the organiser.

Amendment 60

Proposal for a directive

Article 1 - paragraph 1 - point 8

Directive (EU) 2015/2302

Article 12a - paragraph 3

Text proposed by the Commission

Amendment

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

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

Amendment 61

Proposal for a directive

Article 1 - paragraph 1 - point 8

Directive (EU) 2015/2302

Article 12a - paragraph 3 a (new)

Text proposed by the Commission

Amendment

3a. For travellers who opt for a voucher, the organiser shall offer an alternative that, at a minimum, meets their

convenience in choosing travel services. Furthermore, these travellers shall be given priority in their choice of travel services.

Amendment 62

Proposal for a directive

Article 1 - paragraph 1 - point 8

Directive (EU) 2015/2302

Article 12a - paragraph 4

Text proposed by the Commission

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

Amendment

4. Travellers shall lose their right to a refund during the validity period of the voucher ***after accepting*** the voucher ***on a durable medium***. The parties may at any time agree on a full ***or partial*** refund before a voucher is redeemed or expires.

Amendment 63

Proposal for a directive

Article 1 - paragraph 1 - point 8

Directive (EU) 2015/2302

Article 12a - paragraph 5

Text proposed by the Commission

5. Vouchers shall have a validity period of a maximum of 12 months from the day a traveller accepts a voucher in accordance with paragraph 4. That period may be extended once for up to 12 months with the explicit and written agreement of both parties.

Amendment

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

Amendment 64

Proposal for a directive
Article 1 - paragraph 1 - point 8
Directive (EU) 2015/2302
Article 12a - paragraph 6

Text proposed by the Commission

6. If the voucher is not redeemed within its validity period, the organiser shall refund the amount ***specified in the voucher*** as soon as possible and at the latest within 14 days after the end of the validity period without the need of any prior request by the traveller.

Amendment

6. It shall be possible for ***vouchers to be used for all travel services proposed by the organiser. Travellers may use vouchers for one or more services offered by organisers and in parts on different occasions.*** If the voucher is not redeemed within its validity period, the organiser shall refund the amount ***corresponding to the traveller's refund rights*** as soon as possible and at the latest within 14 days after the end of the validity period without the need of any prior request by the traveller. ***If the voucher is partially redeemed, the organiser shall refund the remaining amount of the voucher as soon as possible and at the latest within 14 days after the partial redemption of the voucher, without the need of any prior request by the traveller.***

Amendment 65

Proposal for a directive
Article 1 - paragraph 1 - point 8
Directive (EU) 2015/2302
Article 12a - paragraph 7

Text proposed by the Commission

7. Vouchers shall be transferable to another traveller without any additional cost.

Amendment

7. Vouchers shall be transferable to another traveller ***only once*** without any additional

cost. ***The traveller shall inform the organiser in writing of the transfer of the voucher, and shall provide the organiser with the transferee's personal data necessary to redeem the voucher or to receive a refund at the end of its validity period. In order to improve traceability, the voucher shall be marked as transferred.***

Amendment 66

Proposal for a directive

Article 1 - paragraph 1 - point 9

Directive (EU) 2015/2302

Article 17 - paragraph 1 - subparagraph 1

Text proposed by the Commission

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

Amendment

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

Amendment 67

Proposal for a directive

Article 1 - paragraph 1 - point 9

Directive (EU) 2015/2302

Article 17 - paragraph 1 a (new)

Text proposed by the Commission

Amendment

1a. Member States shall ensure that, where an organiser becomes insolvent, travellers are informed without undue delay and through appropriate communication channels at least about the following:

(a) the fact of the organiser's insolvency;

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

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

Amendment 68

Proposal for a directive

Article 1 - paragraph 1 - point 9

Directive (EU) 2015/2302

Article 17 - paragraph 2

Text proposed by the Commission

Amendment

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

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

estimated cost for repatriations in the event of the organiser's insolvency. The security shall be sufficient to cover costs for refunds and, where applicable, repatriations and vouchers, at all times. The coverage shall take into account periods where organisers hold the highest amounts of payments **and any changes in the volume of sales of packages.**

Amendment 69

Proposal for a directive

Article 1 - paragraph 1 - point 9

Directive (EU) 2015/2302

Article 17 - paragraph 3

Text proposed by the Commission

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

Amendment 70

Proposal for a directive

Article 1 - paragraph 1 - point 9

Directive (EU) 2015/2302

Article 17 - paragraph 6

estimated cost for repatriations in the event of the organiser's insolvency. The security shall be sufficient to cover costs for refunds and, where applicable, repatriations and vouchers, at all times. The coverage shall take into account periods where organisers hold the highest amounts of payments.

Amendment

3. To ensure the effectiveness of insolvency protection, Member States shall supervise the insolvency protection arrangements of organisers established on their territory **and** monitor the market for the provision of insolvency protection. Any co-financing by Member States is possible only in exceptional and duly justified circumstances and shall be conditional on approval under the Union State aid provisions.

Text proposed by the Commission

6. Refunds of payments affected by the organiser's insolvency shall be provided without undue delay after the traveller's request and at the latest within **three** months after the traveller has submitted the documents necessary to examine the request.

Amendment

6. Refunds of payments affected by the organiser's insolvency shall be provided without undue delay after the traveller's request and at the latest within **six** months after the traveller has submitted the documents necessary to examine the request. ***When requesting a refund, travellers shall provide the package travel contract as well as proof of payment made to the organiser or, where applicable, retailers. Such documentation shall be sufficient for the traveller to request a refund.***

Amendment 71

Proposal for a directive

Article 1 - paragraph 1 - point 10

Directive (EU) 2015/2302

Article 18 - paragraph 2

Text proposed by the Commission

2. Member States shall designate central contact points to facilitate the administrative cooperation and supervision of organisers operating in different Member States and to exchange information in relation to insolvency protection and any mechanisms put in place to ensure the effectiveness of refunds for terminated package travel contracts. Member States shall notify the contact details of those contact points to all other Member States and the Commission.

Amendment

2. Member States shall designate central contact points to facilitate the administrative cooperation and supervision of organisers operating in different Member States and to exchange information in relation to insolvency protection and any mechanisms put in place to ensure the effectiveness of refunds for terminated package travel contracts. Member States shall notify the contact details of those contact points to all other Member States and the Commission. ***Each Member State shall create an inventory listing all traders that sell***

packages in their territory and the respective identity of the entity in charge of the insolvency protection. Those inventories shall be public and accessible and shall facilitate the cooperation between contact points designated by the Member States. The Commission shall centralise and maintain up-to-date information related to insolvency protection, including a list of all the inventories and make it publicly available on its website.

Amendment 72

Proposal for a directive

Article 1 - paragraph 1 - point 11

Directive (EU) 2015/2302

Chapter VI

Text proposed by the Commission

(11) Article 19 is replaced by the following:

‘Article 19

Insolvency protection and information requirements for linked travel arrangements

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

Amendment

(11) Chapter VI is deleted.

second subparagraph of Article 17(1), Article 17(2) to (6) and Article 18 shall apply mutatis mutandis.

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

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

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

Amendment 73

Proposal for a directive
Article 1 - point 11 a (new)
Directive (EU) 2015/2302
Article 21 - paragraph 1

Present text

Member States shall ensure that a trader is liable for any errors due to technical defects in the booking system which are attributable to him and, where the trader has agreed to arrange the booking of a package ***or of travel services which are part of linked travel arrangements***, for the errors made during the booking process.

Amendment 74

Proposal for a directive
Article 1 - point 12 a (new)
Directive (EU) 2015/2302
Article 23 - paragraph 1

Present text

1. A declaration by an organiser of a package ***or a trader facilitating a linked travel arrangement*** that he is acting exclusively as a travel service provider, as an intermediary or in any other capacity, or that a package ***or a linked travel arrangement*** does not constitute a package ***or a linked travel arrangement***, shall not absolve that organiser ***or trader*** from the obligations imposed on ***them*** under this Directive.

Amendment 75

Amendment

(11a) in Article 21, the first paragraph is replaced by the following:

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

Amendment

(12a) Article 23(1) is replaced by the following:

1. A declaration by an organiser of a package that he is acting exclusively as a travel service provider, as an intermediary or in any other capacity, or that a package does not constitute a package, shall not absolve that organiser from the obligations imposed on ***it*** under this Directive.

Proposal for a directive
Article 1 - pont 12 b (new)
Directive (EU) 2015/2302
Article 24 - paragraph 1 a (new)

Text proposed by the Commission

Amendment

(12b) in Article 24, the following paragraphs are added:

1a. Without prejudice to Articles 7(2), 13, 15 and 16, each organiser and retailer shall set up a complaint-handling mechanism for the rights and obligations covered by this Directive. They shall make their contact details and working language, or languages, known to travellers and available to consumers at the same time of the documents to be supplied before the start of the package in accordance with Article 7(1), point (g).

Amendment 76

Proposal for a directive
Article 1 - point 12 b (new)
Directive (EU) 2015/2302
Article 24 - paragraph 1 b (new)

Text proposed by the Commission

Amendment

1b. When a traveller submits a complaint using the mechanism referred to in paragraph 1a, the organiser or retailer shall confirm the receipt with a copy of the exchanges, within seven working days of submission of the complaint. The organiser or the retailer shall give a reasoned reply to the traveller within 30 working days.

Organisers and retailers shall keep the data necessary to assess the complaint for the duration of the entire complaint-handling procedure and shall make that data available to national enforcement bodies upon request.

Amendment 77

Proposal for a directive

Article 1 - point 12 b (new)

Directive (EU) 2015/2302

Article 24 - paragraph 1 c (new)

Text proposed by the Commission

Amendment

1c. Details of the complaint-handling procedure shall be made available on the website of the organisers and retailers offering services covered by this Directive.

Amendment 78

Proposal for a directive

Article 1 - point 12 b (new)

Directive (EU) 2015/2302

Article 24 - paragraph 1 d (new)

Text proposed by the Commission

Amendment

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

accordance with national law.

Amendment 79

Proposal for a directive

Article 1 - paragraph 1 - point 12 c (new)

Directive (EU) 2015/2302

Article 25

Present text

Article 25

Penalties

Member States shall lay down the rules on penalties applicable to infringements of national provisions adopted pursuant to this Directive and shall take all measures necessary to ensure that they are implemented. The penalties provided for shall be effective, proportionate and dissuasive.

Amendment

(12c) Article 25 is replaced by the following:

‘Article 25

Penalties

Member States shall lay down the rules on penalties applicable to infringements of national provisions adopted pursuant to this Directive and shall take all measures necessary to ensure that they are implemented. The penalties provided for shall be effective, proportionate and dissuasive. ***The maximum amount of the fines shall be at least 4% of the trader's annual turnover in the Member State or Member States concerned. Member States shall notify the Commission of those rules and measures and shall notify it without delay of any subsequent amendment affecting them.***’

Amendment 80

Proposal for a directive

Article 1 - paragraph 1 - point 12 d (new)

Directive (EU) 2015/2302

Article 26 a (new)

Text proposed by the Commission

Amendment

(12d) the following Article is inserted:

‘Article 26a

Alternative dispute resolution mechanism

Organisers, retailers, intermediaries and other actors falling within the scope of this Directive may participate in alternative dispute resolution procedures.’

Amendment 81

Proposal for a directive

Article 1 - paragraph 1 - point 14

Directive (EU) 2015/2302

Annex II

Text proposed by the Commission

Amendment

(14) Annex II is **replaced by the text in Annex II to this Directive.**

(14) Annex II is **deleted.**

Amendment 82

Proposal for a directive

Article 3

Text proposed by the Commission

Amendment

Article 3

Article 3

Transposition

Transposition

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

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

forthwith communicate to the Commission the text of those provisions.

They shall apply those provisions from [6 months after the transposition deadline].

When Member States adopt those provisions, they shall contain a reference to this Directive or be accompanied by such a reference on the occasion of their official publication. Member States shall determine how such reference is to be made.

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

Amendment 83
Proposal for a directive
Annex II
Directive (EU) 2015/2302
Annex II

Text proposed by the Commission

[...]

They shall forthwith communicate to the Commission the text of those provisions. They shall apply those provisions from [6 months after the transposition deadline].

When Member States adopt those provisions, they shall contain a reference to this Directive or be accompanied by such a reference on the occasion of their official publication. Member States shall determine how such reference is to be made.

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

Amendment

deleted