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Committee on Transport and Tourism

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DRAFT OPINION

of the Committee on Transport and Tourism

for the Committee on the Internal Market and Consumer Protection

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

Rapporteur: Bogusław Liberadzki

PA_Legam

SHORT JUSTIFICATION

I. Revision of the Package Travel Directive

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

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

II. Rapporteur's overall position

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

Your Rapporteur's objectives are to:

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

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

i) Scope

As the market evolves quicker than legislation, it is necessary to define which combinations of travel services (offline or online) will be covered by the scope of the Directive. The Rapporteur believes that broadening the definition of “package” is necessary and this should

cover most of the combinations of travel services sold to consumers. However, the value of “Assisted Travel Arrangements” should be recognised as a solution to make the Directive future-proof and provide an appropriate level of protection for the consumer in case of insolvency of one of the service providers.

ii) Stand-alone travel services

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

iii) Level of harmonisation

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

iv) Insolvency protection

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

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

AMENDMENTS

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

Amendment 1

Proposal for a directive Recital 18

Text proposed by the Commission

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

Amendment

(18) It should also be clarified that contracts by which a trader entitles the traveller after the conclusion of the contract to choose among a selection of different types of travel services, such as in the case of a package travel gift box, should constitute a package. Moreover, a combination of travel services should be considered as a package where *purchased from the same trader through online booking processes.*

Or. en

Justification

The aim of this amendment is to include under the definition of "package" travel combinations sold online from the same trader. Click-through services should fall within the scope of assisted travel arrangements. See also Amendments 16 and 19.

Amendment 2

Proposal for a directive Recital 19

Text proposed by the Commission

Amendment

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

deleted

Or. en

Justification

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

Amendment 3

Proposal for a directive Recital 26

Text proposed by the Commission

Amendment

(26) Since packages are often purchased a long time before their performance, unforeseen events may occur. Therefore the traveller should, under certain conditions, be entitled to transfer a package to another traveller. In such situations, the organiser should be able to recover his expenses, for instance if a sub-contractor requires a fee for changing the name of the traveller or for cancelling a transport ticket and issuing a new one. Travellers should also have the possibility of cancelling the contract at any time before the start of the package against paying appropriate

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compensation, as well as the right to terminate the contract without paying compensation where unavoidable and extraordinary circumstances *like* warfare *or a natural disaster* will significantly affect the package. Unavoidable and extraordinary circumstances should in particular be deemed to exist where reliable and publicly available reports, such as recommendations issued by Member State authorities, advise against travelling to the place of destination.

compensation, as well as the right to terminate the contract without paying compensation where unavoidable and extraordinary circumstances *related to* warfare, *natural disasters, public health, public order or terrorism* will significantly affect the package. Unavoidable and extraordinary circumstances should in particular be deemed to exist where reliable and publicly available reports, such as recommendations issued by Member State authorities, advise against travelling to the place of destination.

Or. en

Amendment 4

Proposal for a directive Recital 28

Text proposed by the Commission

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

Amendment

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

Or. en

Justification

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

Amendment 5

Proposal for a directive

Recital 37

Text proposed by the Commission

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

Amendment

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

Or. en

Amendment 6

Proposal for a directive

Article 2 – paragraph 1

Text proposed by the Commission

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

Amendment

1. This Directive shall apply, **under the conditions and to the extent set out in its respective provisions**, to packages offered for sale or sold by traders to travellers, **assisted travel arrangements and stand-alone travel services offered for sale or sold by a retailer other than the owner of the service.**

Or. en

Justification

Consumer organisations have reported several cases of consumer detriment where the sale of

stand-alone services was made through an intermediary. Thus, there is a need to establish certain minimum obligations on the sellers of those services. A legal lacuna in this area would be problematic in a market where the trend is to increasingly develop sales of stand-alone services by third parties and where consumers tend to organise their travel independently. See Amendments 9 and 73.

Amendment 7

Proposal for a directive

Article 2 – paragraph 2 – point a

Text proposed by the Commission

Amendment

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

deleted

Or. en

Justification

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

Amendment 8

Proposal for a directive

Article 2 – paragraph 2 – point c

Text proposed by the Commission

Amendment

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

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

Or. en

Justification

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

leisure and business travel services.

Amendment 9

Proposal for a directive

Article 2 – paragraph 2 – point e

Text proposed by the Commission

Amendment

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

(e) stand-alone contracts for a single travel service, ***unless these are offered for sale or sold by a retailer other than the owner of the service.***

Or. en

Justification

See justification of Amendment 6.

Amendment 10

Proposal for a directive

Article 2 a (new)

Text proposed by the Commission

Amendment

Article 2a

Level of harmonisation

Member States may maintain or introduce, in their national law, more stringent provisions in the field covered by this Directive to ensure a higher level of consumer protection, unless otherwise provided for in this Directive.

Or. en

Justification

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

Amendment 11

Proposal for a directive Article 2 – paragraph 2 a (new)

Text proposed by the Commission

Amendment

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

Or. en

Justification

The exclusion of packages and assisted travel arrangements (ATAs) purchased on the basis of a framework contract with the traveller's employer should not apply to NGOs and small businesses who do not have the same financial means as larger companies. This would be in coherence with the Consumer Rights Directive (CRD) which allows Member States to apply the Directive to NGOs, start-ups or small and medium-sized enterprises (see Recital 13 of the CRD).

Amendment 12

Proposal for a directive Article 2 – paragraph 2 b (new)

Text proposed by the Commission

Amendment

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

Or. en

Justification

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

Amendment 13

Proposal for a directive

Article 3 – paragraph 1 – point 2 – introductory part

Text proposed by the Commission

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

Amendment

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

Or. en

Amendment 14

Proposal for a directive

Article 3 – paragraph 1 – point 2 – point b – introductory part

Text proposed by the Commission

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

Amendment

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

Or. en

Justification

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

Amendment 15

Proposal for a directive

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

Text proposed by the Commission

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

Amendment

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

Justification

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

Amendment 16**Proposal for a directive****Article 3 – paragraph 1 – point 2 – point b – point v***Text proposed by the Commission*

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

Amendment

(v) purchased from *the same trader* through online booking processes;

Justification

The aim of this amendment is to include under the definition of "package" travel combinations sold online from the same trader. Click-through services should fall within the scope of assisted travel arrangements. See also Amendment 19.

Amendment 17**Proposal for a directive****Article 3 – paragraph 1 – point 5 – introductory part***Text proposed by the Commission*

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

Amendment

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

Justification

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

Amendment 18**Proposal for a directive****Article 3 – paragraph 1 – point 5 – point a***Text proposed by the Commission*

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

Amendment

(a) where the traveller selects and agrees to pay for each travel service separately on the occasion of a single visit or contact with the point of sale, **provided that he is informed in a clear and prominent manner and on a durable medium before being bound by any contract that he will not benefit from any of the rights granted by this Directive exclusively to package travellers unless he purchases the combination of travel services under the conditions referred to in point 2(b);**

Or. en

Amendment 19**Proposal for a directive****Article 3 – paragraph 1 – point 5 – point a a (new)***Text proposed by the Commission**Amendment*

(aa) purchased from separate traders through linked online booking processes where the traveller's name or booking data needed to conclude a booking transaction are transferred between the traders at the latest when the booking of

the first service is confirmed;

Or. en

Justification

This amendment aims to include click-through services within the scope of ATAs. The wording is taken from point (v) of point (2b) with necessary adjustments to ensure that any transfer of data between linked online booking processes should be sufficient to create an ATA when it results in the combination of travel services for the same trip. It would be very difficult for consumers to understand what type of holiday they have booked if they had to distinguish between types of data transferred.

Amendment 20

Proposal for a directive

Article 3 – paragraph 1 – point 9 – point b

Text proposed by the Commission

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

Amendment

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

Or. en

Justification

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

Amendment 21

Proposal for a directive

Article 4 – paragraph 1 – point a – point i

Text proposed by the Commission

(i) the travel destination(s), itinerary and

Amendment

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

periods of stay, with dates;

number of nights included;

Or. en

Amendment 22

Proposal for a directive

Article 4 – paragraph 1 – point a – point iii

Text proposed by the Commission

Amendment

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

(iii) the location, main features, tourist category, **and where possible, the name** of the accommodation, **including the room category and its main characteristics;**

Or. en

Amendment 23

Proposal for a directive

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

Text proposed by the Commission

Amendment

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

Or. en

Justification

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

Amendment 24

Proposal for a directive

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

Text proposed by the Commission

Amendment

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

Or. en

Justification

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

Amendment 25

Proposal for a directive

Article 4 – paragraph 1 – point a – point vii

Text proposed by the Commission

Amendment

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

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

Or. en

Amendment 26

Proposal for a directive

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

Text proposed by the Commission

Amendment

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

Or. en

Amendment 27

Proposal for a directive

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

Text proposed by the Commission

Amendment

(da) information on the insolvency protection and liability insurance of the organiser and the retailer;

Or. en

Amendment 28

Proposal for a directive

Article 4 – paragraph 1 – point f

Text proposed by the Commission

Amendment

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

(f) general information on passport and visa requirements, including approximate periods for obtaining visas, for nationals of the Member State(s) concerned, ***and upon request, for the traveller concerned according to his nationality***, and information on health formalities;

Or. en

Justification

Some traders interpret this obligation narrowly. Hence, they only provide information on visa requirements applying to nationals of the country where the trader is based.

Amendment 29

Proposal for a directive

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

Text proposed by the Commission

Amendment

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

Or. en

Amendment 30

Proposal for a directive Article 4 – paragraph 1 – point g b (new)

Text proposed by the Commission

Amendment

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

Or. en

Amendment 31

Proposal for a directive Article 4 – paragraph 2

Text proposed by the Commission

Amendment

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

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

Or. en

Amendment 32

Proposal for a directive Article 5 – paragraph 1

Text proposed by the Commission

Amendment

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

1. Member States shall ensure that the organiser may not change the information made known to the traveller pursuant to points (a), (c), ***(ca)***, (d), (e), (g) ***and (ga)*** of Article 4, unless the organiser reserves the right to make changes to that information

communicates any changes to the traveller in a clear and prominent manner before the conclusion of the contract.

and communicates any changes to the traveller in a clear and prominent manner before the conclusion of the contract.

Or. en

Amendment 33

Proposal for a directive Article 6 – paragraph 2 – point d

Text proposed by the Commission

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

Amendment

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

Or. en

Amendment 34

Proposal for a directive Article 6 – paragraph 2 – point f

Text proposed by the Commission

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

Amendment

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

Or. en

Justification

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

Amendment 35

Proposal for a directive

Article 6 – paragraph 2 – point g

Text proposed by the Commission

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

Amendment

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

Or. en

Amendment 36

Proposal for a directive

Article 7 – paragraph 1

Text proposed by the Commission

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

Amendment

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

Or. en

Amendment 37

Proposal for a directive

Article 8 – paragraph 2

Text proposed by the Commission

Amendment

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

2. The price increase referred to in paragraph 1 shall not exceed **5%** of the price of the package.

Or. en

Justification

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

Amendment 38

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

Text proposed by the Commission

Amendment

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

3. The price increase referred to in paragraph 1 shall be valid only if the organiser notifies the traveller of it with a justification and calculation on a durable medium at the latest **30** days prior to the start of the package.

Or. en

Justification

The traveller should know the final price of the product in good time before the start of the package in order to be able to terminate, if necessary, the contract and make alternative travel arrangements.

Amendment 39

**Proposal for a directive
Article 8 – paragraph 3 a (new)**

Text proposed by the Commission

Amendment

3a. If the traveller does not accept the price increase referred to in paragraph 2, he shall be entitled to terminate the contract without penalty.

Or. en

Justification

This amendment gives the traveller the right to terminate the contract without penalty. It is in line with the provisions in the current Directive with regard to significant price increases.

Amendment 40

Proposal for a directive

Article 9 – paragraph 1 – point a

Text proposed by the Commission

Amendment

(a) the organiser ***has reserved that right*** in the contract,

(a) the organiser ***presents a valid reason which is specified*** in the contract,

Or. en

Justification

Alignment with Point (j) of the Annex of the Unfair Contract Terms Directive.

Amendment 41

Proposal for a directive

Article 9 – paragraph 2 – introductory part

Text proposed by the Commission

Amendment

2. If, before the start of the package, the organiser is constrained to alter significantly any of the main characteristics of the travel services as defined in point (a) of Article 4 or special requirements as referred to in point (a) of Article 6(2), the organiser shall without undue delay inform the traveller in a clear and prominent

2. If, before the start of the package, the organiser is constrained to alter significantly any of the main characteristics of the travel services as defined in point (a) of Article 4 or special requirements as referred to in point (a) of Article 6(2), the organiser shall without undue delay inform the traveller ***of the proposed changes*** in a clear and prominent manner on a durable

manner on a durable medium *of*:

(a) the proposed changes and

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

medium. *The traveller shall be entitled to:*

(a) terminate the contract without penalty; or

(b) accept the changes; or

(c) be offered a substitute package of equivalent, lower or higher quality.

Or. en

Justification

Article 4(5) of the current Directive gives the right to the traveller to be offered a package of equivalent, lower or higher quality instead of terminating the contract. Traveller's agreement should be under the form of explicit consent, instead of silent acceptance.

Amendment 42

Proposal for a directive Article 9 – paragraph 3

Text proposed by the Commission

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

Amendment

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

Or. en

Amendment 43

Proposal for a directive Article 9 – paragraph 4

Text proposed by the Commission

4. If the contract is terminated pursuant to point *(b)* of paragraph 2, the organiser shall refund all payments received from the

Amendment

4. If the contract is terminated pursuant to point *(a)* of paragraph 2, the organiser shall refund all payments received from the

traveller within fourteen days after the contract is terminated. The traveller shall, where appropriate, be entitled to compensation in accordance with Article 12.

traveller within fourteen days after the contract is terminated. The traveller shall, where appropriate, be entitled to compensation in accordance with Article 12.

Or. en

Amendment 44

Proposal for a directive Article 10 – paragraph 1

Text proposed by the Commission

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

Amendment

1. Member States shall ensure that the traveller may terminate the contract before the start of the package against payment of an appropriate compensation to the organiser. The contract may specify reasonable standardised termination fees based on the time of the termination and the customary cost savings and income from alternative deployment of the travel services. In the absence of standardised termination fees, the amount of the compensation shall correspond to the price of the package minus the expenses ***proved to have been*** saved by the organiser ***which cannot be recuperated from the service providers or through alternative deployment of the services. Fees due for the termination of the contract, including administrative fees, shall not be disproportionate nor excessive.***

Or. en

Amendment 45

Proposal for a directive Article 10 – paragraph 2

Text proposed by the Commission

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

Amendment

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

Unavoidable and extraordinary circumstances shall be deemed to exist where reliable and publicly available reports, such as recommendations issued by Member State authorities, advise against travelling to the place of destination.

Or. en

Justification

Unavoidable and extraordinary circumstances should not be based on the traveller's own assessment but on the basis of objective criteria (Member States' travel advices). This can be achieved by including the last sentence of Recital 26 in Article 10(2).

Amendment 46

**Proposal for a directive
Article 10 – paragraph 2 a (new)**

Text proposed by the Commission

Amendment

2a. The traveller shall have the right to terminate the contract before the start of the package without compensation in the event of unavoidable and extraordinary circumstances occurring to the traveller, in particular severe accident, serious illness, or death in the family, provided that these incidents are appropriately documented.

Or. en

Justification

Allowing the organiser to cancel the package because of unavoidable and extraordinary circumstances (Article 10(3), point b) whilst excluding this possibility for the traveller would be unfair. It would constitute an imbalance between the rights and obligations of the parties due to lack of reciprocity. Thus, the Directive should grant the traveller the same right to terminate the contract following extraordinary circumstances in his private sphere.

Amendment 47

Proposal for a directive

Article 10 – paragraph 3 – introductory part

Text proposed by the Commission

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

Amendment

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

Or. en

Amendment 48

Proposal for a directive

Article 10 – paragraph 3 – point a

Text proposed by the Commission

(a) the number of persons enrolled for the package is smaller than the minimum number stated in the contract and the organiser notifies the traveller of the termination within the period fixed in the contract and not later than 20 days before the start of the package; or

Amendment

(a) the number of persons enrolled for the package is smaller than the minimum number stated in the contract and the organiser notifies the traveller of the termination within the period fixed in the contract and not later than 20 days before the start of the package, ***provided that he offers the traveller a substitute package of equivalent or higher quality for the same or lower price***; or

Or. en

Justification

Since popular packages are often sold out very early before the holiday season begins, it would be difficult for the traveller to find a suitable substitute package at an affordable price within a short period.

Amendment 49

Proposal for a directive Article 11 – paragraph 1

Text proposed by the Commission

1. Member States shall ensure that the organiser **is responsible** for the performance of the travel services included in the contract, irrespective of whether those services are to be performed by the organiser or by other service providers.

Amendment

1. Member States shall ensure that the organiser **and the retailer are jointly and severally liable** for the performance of the travel services included in the contract, irrespective of whether those services are to be performed by the organiser or by other service providers.

Or. en

Justification

Putting the liability only on one party would complicate the application and use of the traveller's rights in particular as regards cross-border purchases, i.e. where the organiser is not established in the country of residence of the consumer. The current Directive leaves discretion to Member States to decide who should be liable vis-à-vis the consumer. The principle of joint liability is already present at different degrees in many Member States.

Amendment 50

Proposal for a directive Article 11 – paragraph 2

Text proposed by the Commission

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

Amendment

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

Or. en

Justification

This limitation of liability does not exist in the current Directive. It could be read as allowing the organiser to refuse completely any liability if he argues that remedying the lack of conformity is disproportionate.

Amendment 51

Proposal for a directive Article 11 – paragraph 5

Text proposed by the Commission

Amendment

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

Or. en

Justification

This limitation counters the general obligation of care and assistance of the organiser and it is not included in the current Directive. The very nature of package travel, as providing an added-value compared to other travel products, renders the obligation to provide assistance even more relevant in cases of unavoidable and extraordinary circumstances.

Amendment 52

Proposal for a directive Article 11 – paragraph 6

Text proposed by the Commission

Amendment

6. The limitation of costs referred to in paragraph 5 shall not apply to persons with reduced mobility, as defined in Regulation (EC) No 1107/2006 of the European Parliament and of the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air, and any person accompanying them, pregnant women and unaccompanied children, as well as persons in need of specific medical assistance, provided the organiser has been notified of their particular needs at least 48 hours before the start of the package. The organiser may not invoke unavoidable and **deleted**

extraordinary circumstances to limit the costs referred to in paragraph 5 if the relevant transport provider may not rely on such circumstances under applicable Union legislation.

Or. en

Justification

This limitation counters the general obligation of care and assistance of the organiser and it is not included in the current Directive. The very nature of package travel, as providing an added-value compared to other travel products, renders the obligation to provide assistance even more relevant in cases of unavoidable and extraordinary circumstances.

Amendment 53

Proposal for a directive

Article 11 – paragraph 7 a (new)

Text proposed by the Commission

Amendment

7a. In cases where the main responsibility for not performing the services included in the contract falls to the carrier, the organiser may seek redress from the carrier for the damage caused to the traveller for not being able to enjoy the services included in the package.

Or. en

Justification

Recital 31 highlights that "the organiser's liability is without prejudice to the right to seek redress from third parties, including service providers". This must be reflected in the articles to ensure legal certainty. The carrier plays a key role in ensuring the effective running of a package travel. An important delay or a cancellation can have a considerable impact on the remainder of a trip which includes other services, such as a cruise, without being the organiser's responsibility.

Amendment 54

Proposal for a directive

Article 12 – paragraph 3 – introductory part

Text proposed by the Commission

Amendment

3. The traveller shall not be entitled to **price reduction or** compensation for damages if:

3. The traveller shall not be entitled to compensation for damages if:

Or. en

Justification

The proposal treats the fault-based compensation and the remedy of price reduction in case of lack of conformity by the same regime. The traveller should be entitled to price reduction in case of non or bad performance of the package due to extraordinary circumstances or due to a fault attributable to a third party.

Amendment 55

Proposal for a directive Article 12 – paragraph 3 – point b

Text proposed by the Commission

Amendment

(b) the traveller fails to inform the organiser without undue delay of any lack of conformity which the traveller perceives on the spot if that information requirement was clearly and explicitly stated in the contract and is reasonable, taking into account the circumstances of the case.

deleted

Or. en

Justification

Sanctioning a lack of prompt notification is unfair and disproportionate. It doesn't exist in any other EU consumer legislation and goes against the general right to compensation for lack of conformity. The traveller could be prevented from reporting a lack of conformity for several reasons (no internet connection, remote area, organiser being unreachable, etc). This limitation does not exist in the current Directive; it would entail a reduction of the existing level of protection.

Amendment 56

Proposal for a directive Article 12 – paragraph 4

Text proposed by the Commission

4. Insofar as international conventions binding the Union limit the extent of or the conditions under which compensation is to be paid by a provider carrying out a service which is part of a package, the same limitations shall apply to the organiser. Insofar as international conventions not binding the Union limit compensation to be paid by a service provider, Member States may limit compensation to be paid by the organiser accordingly. ***In other cases, the contract may limit compensation to be paid by the organiser as long as that limitation does not apply to personal injury and damage caused intentionally or with gross negligence and does not amount to less than three times the total price of the package.***

Amendment

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

Or. en

Justification

The possibility to limit the compensation for damages in the contract does not exist in some Member States. The principle of full harmonisation would entail that better national laws would have to be abolished.

Amendment 57

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

Text proposed by the Commission

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

Amendment

1. Member States shall ensure that organisers ***of packages*** and retailers facilitating the procurement of assisted travel arrangements established in their territory obtain a security for the effective and prompt refund of all payments made by travellers and ***for the continuation, where possible, of the package in the event of their insolvency or that of any of the service providers.*** Insofar as carriage of

passengers is included, **Member States shall ensure that passenger carriers established in their territory obtain a security** for the travellers' **refunding or** effective and prompt repatriation in the event of **their** insolvency.

Or. en

Justification

Recital 34 highlights that the organisers of packages and the retailers of assisted travel arrangements are obliged to be ensured against their own insolvency but also against that of any of the service providers in the chain. This has to be clarified in the enacting terms of the Directive. Insofar as carriage of passengers is included, the organiser and the retailer should not be responsible for the refunding or repatriation of the passenger in case of insolvency of the carrier.

Amendment 58

Proposal for a directive Article 16 – paragraph 1

Text proposed by the Commission

1. Member States shall recognise as meeting the requirements of their national rules transposing Article 15 any insolvency protection obtained by an organiser **or** a retailer facilitating the procurement of assisted travel arrangements under the rules of its Member State of establishment transposing Article 15.

Amendment

1. Member States shall recognise as meeting the requirements of their national rules transposing Article 15 any insolvency protection obtained by an organiser, a retailer facilitating the procurement of assisted travel arrangements, **or a passenger carrier** under the rules of its Member State of establishment transposing Article 15.

Or. en

Amendment 59

Proposal for a directive Article 16 – paragraph 3

Text proposed by the Commission

3. The central contact points shall make

Amendment

3. The central contact points shall make

available to each other all necessary information on their national insolvency protection schemes and the identity of the body or bodies providing insolvency protection for a particular trader established in their territory. They shall grant each other access to any inventory listing organisers *and* retailers facilitating the procurement of assisted travel arrangements which are in compliance with their insolvency protection obligations.

available to each other all necessary information on their national insolvency protection schemes and the identity of the body or bodies providing insolvency protection for a particular trader established in their territory. They shall grant each other access to any inventory listing organisers, retailers facilitating the procurement of assisted travel arrangements *and passenger carriers* which are in compliance with their insolvency protection obligations.

Or. en

Amendment 60

Proposal for a directive Article 16 – paragraph 4

Text proposed by the Commission

4. If a Member State has doubts about the insolvency protection of an organiser *or of* a retailer facilitating the procurement of assisted travel arrangements which is established in a different Member State and is operating on its territory, it shall seek clarification from the Member State of establishment. Member States shall respond to requests from other Member States at the latest within 15 working days of receiving them.

Amendment

4. If a Member State has doubts about the insolvency protection of an organiser, a retailer facilitating the procurement of assisted travel arrangements *or a passenger carrier* which is established in a different Member State and is operating on its territory, it shall seek clarification from the Member State of establishment. Member States shall respond to requests from other Member States at the latest within 15 working days of receiving them.

Or. en

Amendment 61

Proposal for a directive Article 17 – paragraph 1 – point b a (new)

Text proposed by the Commission

Amendment

(ba) the main characteristics of the travel services, to the extent appropriate to the medium;

Justification

See Article 5(1), point (a) of the Consumer Rights Directive. "Medium" refers to the instrument used for the distribution of the information, for instance computer or mobile telephone.

Amendment 62

Proposal for a directive

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

Text proposed by the Commission

Amendment

(bb) where the services sold include accommodation, the name and the tourist category of the accommodation, including the room category and its main characteristics;

Or. en

Amendment 63

Proposal for a directive

Article 17 – paragraph 1 – point b c (new)

Text proposed by the Commission

Amendment

(bc) the trading name, geographical address, telephone number and e-mail address of the retailer;

Or. en

Amendment 64

Proposal for a directive

Article 17 – paragraph 1 – point b d (new)

Text proposed by the Commission

Amendment

(bd) the total price of the services inclusive of taxes and, where applicable, of all additional fees, charges and other costs or, where those costs cannot reasonably be calculated in advance, the fact that the traveller may have to bear such additional costs and the manner in which the final price is to be calculated;

Or. en

Amendment 65

Proposal for a directive

Article 17 – paragraph 1 – point b e (new)

Text proposed by the Commission

Amendment

(be) information on the method of calculating costs that cannot be given in advance, including on the eventual price increase after the conclusion of the contract;

Or. en

Amendment 66

Proposal for a directive

Article 17 – paragraph 1 – point b f (new)

Text proposed by the Commission

Amendment

(bf) the arrangements for payment and, where applicable, the existence and the conditions for deposits or other financial guarantees to be paid or provided by the traveller;

Or. en

Amendment 67

**Proposal for a directive
Article 17 – paragraph 1 – point b g (new)**

Text proposed by the Commission

Amendment

(bg) where transport services are included, general information on passport and visa requirements, including approximate periods for obtaining visas, for all travellers including nationals of other member states, and information on health formalities;

Or. en

Amendment 68

**Proposal for a directive
Article 17 – paragraph 1 – point b h (new)**

Text proposed by the Commission

Amendment

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

Or. en

Amendment 69

**Proposal for a directive
Article 17 – paragraph 1 – point b i (new)**

Text proposed by the Commission

Amendment

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

that right;

Or. en

Amendment 70

Proposal for a directive

Article 17 – paragraph 1 – point b j (new)

Text proposed by the Commission

Amendment

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

Or. en

Amendment 71

Proposal for a directive

Article 17 – paragraph 1 a (new)

Text proposed by the Commission

Amendment

1a. If retailers selling assisted travel arrangements do not comply with point (b) of paragraph 1, they shall comply with the same obligations as organisers of packages.

Or. en

Amendment 72

Proposal for a directive

Chapter 6 a (new)

Text proposed by the Commission

Amendment

Stand-alone travel services

Amendment 73

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

Text proposed by the Commission

Amendment

Article 17a

***Information requirements for
intermediary retailers selling stand-alone
travel services***

1. Member States shall ensure that, before the traveller is bound by any contract or any corresponding offer from an intermediary retailer selling stand-alone services owned by another service provider, the retailer shall state in a clear and prominent manner:

(a) the main characteristics of the service, to the extent appropriate to the medium;

(b) where the service sold concerns accommodation, the name and the tourist category of the accommodation, including the room category and its main characteristics;

(c) the trading name, geographical address, telephone number and e-mail address of the retailer;

(d) the total price of the service inclusive of taxes and, where applicable, of all additional fees, charges and other costs or, where those costs cannot reasonably be calculated in advance, the fact that the traveller may have to bear such additional costs and the manner in which the final price is to be calculated;

(e) information on the method of calculating costs that cannot be given in advance, including on the eventual price increase after the conclusion of the contract;

(f) the arrangements for payment and, where applicable, the existence and the conditions for deposits or other financial guarantees to be paid or provided by the traveller;

(g) in case of transport services, general information on passport and visa requirements, including approximate periods for obtaining visas, applicable to the traveller in accordance to his nationality, and information on health formalities;

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

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

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

2. Member States shall ensure that intermediary retailers selling stand-alone services owned by another service provider shall send a confirmation of the booking without undue delay and not later than 24 hours following the booking, unless an immediate confirmation is necessary.

3. Member States shall ensure that intermediary retailers selling stand-alone services owned by another service provider shall be liable for any errors occurring in the booking process.

Or. en

Justification

Consumer organisations have reported several cases of consumer detriment where the sale of stand-alone services was made through an intermediary. Thus, there is a need to establish certain minimum obligations on the sellers of those services. A legal lacuna in this area would be problematic in a market where the trend is to increasingly develop sales of stand-alone services by third parties and where consumers tend to organise their travel independently.

Amendment 74

Proposal for a directive Article 18 a (new)

Text proposed by the Commission

Amendment

Article 18a

Obligations of organisers or retailers established outside the EEA

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

Or. en

Justification

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

Amendment 75

Proposal for a directive Article 18 b (new)

Text proposed by the Commission

Amendment

Article 18b

Formal requirements for contracts

1. Member States shall ensure that all contracts covered by this Directive are in plain and intelligible language and, in so far as they are in writing, legible. The language of the contract shall be the same as that of the pre-contractual information.

2. The contract shall be provided on a durable medium. With respect to off-premises contracts, the contract shall be provided also on paper.

3. If the contract is concluded by telephone, the trader shall confirm the offer to the traveller on a durable medium and the traveller shall only be bound when he signs the contract or sends his written agreement on a durable medium.

Or. en

Amendment 76

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

Text proposed by the Commission

Amendment

Article 18c

Right of withdrawal

1. Member States shall ensure that the traveller has a period of 24 hours to withdraw from a distance contract, and 14 days to withdraw from an off-premises contract, without giving any reason and without incurring any costs, provided that he gives the trader a notice on a durable medium at least 48 hours before the start of the travel service.

2. The trader shall reimburse all payments received from the traveller, without undue delay and not later than 14 days from the day on which he is informed of the consumer's decision to withdraw from the

contract.

3. If the trader has not provided the traveller with information on the right of withdrawal in a clear and prominent manner, the traveller shall have the right to terminate the contract without penalty.

Or. en

Justification

In analogy with the provisions on the right of withdrawal set out in Articles 9(1), 10(1) and 13(1) of the Consumer Rights Directive, which do not currently apply to the Package Travel Directive.