AMENDMENT
88 - 435

Draft report
Hans-Peter Mayer
(PE524.596v01-00)

on the proposal for a directive of the European Parliament and of the Council
on package travel and assisted travel arrangements, amending Regulation (EC)
90/314/EEC

Proposal for a directive
(COM(2013)0512 – C7-0215/2013 – 2013/0246(COD))
Amendment 88
Emma McClarkin

Proposal for a directive
Recital 5

Text proposed by the Commission

(5) In accordance with Article 26(2) of the Treaty, the internal market is to comprise an area without internal frontiers in which the free movement of goods and services and the freedom of establishment are ensured. The harmonisation of certain aspects of package contracts and assisted travel arrangements is necessary for the creation of a real consumer internal market in this area, striking the right balance between a high level of consumer protection and the competitiveness of businesses.

Amendment

(5) In accordance with Article 26(2) of the Treaty, the internal market is to comprise an area without internal frontiers in which the free movement of goods and services and the freedom of establishment are ensured. The harmonisation of appropriate aspects of package contracts and assisted travel arrangements is necessary for the creation of a real consumer internal market in this area, striking the right balance between a high level of consumer protection and the competitiveness of businesses.

Or. en

Amendment 89
Catherine Stihler

Proposal for a directive
Recital 5

Text proposed by the Commission

(5) In accordance with Article 26(2) of the Treaty, the internal market is to comprise an area without internal frontiers in which the free movement of goods and services and the freedom of establishment are ensured. The harmonisation of certain aspects of package contracts and assisted travel arrangements is necessary for the creation of a real consumer internal market in this area, striking the right balance between a high level of consumer protection and the competitiveness of businesses.

Amendment

(5) In accordance with Article 26(2) of the Treaty, the internal market is to comprise an area without internal frontiers in which the free movement of goods and services and the freedom of establishment are ensured. The harmonisation of certain aspects of package contracts and linked travel arrangements is necessary for the creation of a real consumer internal market in this area, striking the right balance between a high level of consumer protection and the competitiveness of businesses.
Justification

The term "assisted travel arrangement" is misleading as it suggests that assistance is provided not only at the booking stage but during the delivery of the holiday.

Amendment 90
Ivo Belet

Proposal for a directive
Recital 6

Text proposed by the Commission

(6) The cross-border potential of the package travel market in the Union is currently not fully exploited. **Disparities in the rules protecting travellers in different Member States are a disincentive for travellers in one Member State from buying packages and assisted travel arrangements in another Member State and, likewise, a disincentive for organisers and retailers in one Member State from selling such services in another Member State.** In order to enable consumers and businesses to benefit fully from the internal market, while ensuring a high level of consumer protection across the Union, it is necessary to further approximate the laws of the Member States relating to packages and assisted travel arrangements.

Amendment

(6) The cross-border potential of the package travel market in the Union is currently not fully exploited. In order to enable consumers and businesses to benefit fully from the internal market, while ensuring a high level of consumer protection across the Union, it is necessary to further approximate the laws of the Member States relating to packages and assisted travel arrangements.

Amendment 91
Ivo Belet

Proposal for a directive
Recital 6 a (new)
(6a) Member States should be at liberty to adopt, or retain, more stringent provisions relating to package travel and assisted travel arrangements for the purpose of protecting the consumer.

Amendment

Proposal for a directive
Recital 7

(7) The majority of travellers buying packages are consumers in the sense of Union consumer law. At the same time, it is not always easy to distinguish between consumers and representatives of small businesses or professionals who book trips related to their business or profession through the same booking channels as consumers. Such travellers often require a similar level of protection. In contrast, larger companies or organisations often make travel arrangements for their employees on the basis of a framework contract with companies which specialise in the arrangement of business travel. The latter type of travel arrangements do not require the level of protection designed for consumers. Therefore, this Directive should apply to business travellers only insofar as they do not make travel arrangements on the basis of a framework contract. To avoid confusion with the definition of the term ‘consumer’ in other consumer protection directives, persons protected under this Directive should be referred to as ‘travellers’.

Amendment

(7) The majority of travellers buying packages are consumers in the sense of Union consumer law. At the same time, it is not always easy to distinguish between consumers and representatives of small businesses or professionals who book trips related to their business or profession through the same booking channels as consumers. Larger companies or organisations often make travel arrangements for their employees on the basis of a framework contract with companies which specialise in the arrangement of business travel or by a business on whose behalf the traveller is travelling. This type of travel arrangements does not require the level of protection designed for consumers. To avoid confusion with the definition of the term ‘consumer’ in other consumer protection directives, persons protected under this Directive should be referred to as ‘travellers’.

Or. en
Amendment 93
Emma McClarkin

Proposal for a directive
Recital 7

Text proposed by the Commission

(7) The majority of travellers buying packages are consumers in the sense of Union consumer law. At the same time, it is not always easy to distinguish between consumers and representatives of small businesses or professionals who book trips related to their business or profession through the same booking channels as consumers. Such travellers often require a similar level of protection. In contrast, larger companies or organisations often make travel arrangements for their employees on the basis of a framework contract with companies which specialise in the arrangement of business travel. The latter type of travel arrangements do not require the level of protection designed for consumers. Therefore, this Directive should apply to business travellers only insofar as they do not make travel arrangements on the basis of a framework contract. To avoid confusion with the definition of the term ‘consumer’ in other consumer protection directives, persons protected under this Directive should be referred to as ‘travellers’.

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(7) The majority of travellers buying packages are consumers. At the same time, it is not always easy to distinguish between consumers and representatives of small businesses or professionals who book trips related to their business or profession through the same booking channels as consumers. Such travellers often require a similar level of protection. In contrast, larger companies or organisations often make travel arrangements for their employees on the basis of a framework contract with companies which specialise in the arrangement of business travel. The latter type of travel arrangements do not require the level of protection designed for consumers. Therefore, this Directive should apply to business travellers only if deemed necessary by Member States for instance where the business traveller books travel in their own personal name instead of the corporate name. To avoid confusion with the definition of the term ‘consumer’ in other consumer protection directives, persons protected under this Directive should be referred to as ‘travellers’.

Or. en

Amendment 94
Philippe Juvin

Proposal for a directive
Recital 8
(8) Since travel services may be combined in many different ways, it is appropriate to consider as packages all combinations of travel services that display features which travellers typically associate with packages, notably that separate travel services are bundled together into a single travel product for which the organiser assumes responsibility for proper performance. In accordance with the case law of the Court of Justice of the European Union\(^\text{16}\), it should make no difference whether travel services are combined before any contact with the traveller or at the request of or according to the selection made by the traveller. The same principles should apply irrespective of whether the booking is made through a high street travel agent or online.


**Justification**

This amendment aligns the recital with the proposal on targeted maximum harmonisation on article 11 (liability for the performance of the package). The trader liable could be the organizer and/or the retailer, as previously reflected in the 1990 Directive, leaving some room for manoeuvre for Member States.

**Amendment 95**

Philippe Juvin

**Proposal for a directive**

**Recital 9**
(9) For the sake of transparency, packages should be distinguished from assisted travel arrangements, where online or high street agents assist travellers in combining travel services leading the traveller to conclude contracts with different providers of travel services, including through linked booking processes, which do not contain those features and in relation to which it would not be appropriate to apply all obligations applying to packages.

(9) For the sake of transparency, packages should be distinguished from assisted travel arrangements, where online or high street agents assist travellers in combining travel services leading the traveller to conclude contracts with different providers of travel services, including through linked booking processes in a targeted manner, which do not contain those features and in relation to which it would not be appropriate to apply all obligations applying to packages.

Or. en

Justification

Clarification of the notion of assisted travel arrangement (additional offers must be targeted, i.e. related to the place and dates of the first travel service booked by the traveller). Further clarifications are included in recital 11 and 13 of the proposal for a Directive.

Amendment 96
Ivo Belet

Proposal for a directive
Recital 11

(11) At the same time, assisted travel arrangements should be distinguished from travel services which travellers book independently, often at different times, even for the purpose of the same trip or holiday. Online assisted travel arrangements should also be distinguished from links through which travellers are simply informed about further travel services in a general fashion, for instance where a hotel or an organiser of an event includes on its website a list of all operators offering transport services to its location independently of any booking or if cookies or meta data are used to place advertisements on websites.

(11) At the same time, assisted travel arrangements should be distinguished from travel services which travellers book independently, often at different times, even for the purpose of the same trip or holiday. Online assisted travel arrangements should also be distinguished from related websites which do not have the aim of concluding a contract with the traveller and from links through which travellers are simply informed about further travel services in a general fashion, for instance where a hotel or an organiser of an event includes on its website a list of all operators offering transport services to its location independently of any booking.
or if cookies or meta data are used to place advertisements on websites.

Amendment 97
Philippe Juvin

Proposal for a directive
Recital 11

Text proposed by the Commission

(11) At the same time, assisted travel arrangements should be distinguished from travel services which travellers book independently, often at different times, even for the purpose of the same trip or holiday. Online assisted travel arrangements should also be distinguished from links through which travellers are simply informed about further travel services in a general fashion, for instance where a hotel or an organiser of an event includes on its website a list of all operators offering transport services to its location independently of any booking or if cookies or meta data are used to place advertisements on websites.

Amendment

(11) At the same time, assisted travel arrangements should be distinguished from travel services which travellers book independently, often at different times, even for the purpose of the same trip or holiday. Online assisted travel arrangements should also be distinguished from links through which travellers are simply informed about further travel services in a general fashion and not in a targeted manner, for instance where a hotel or an organiser of an event includes on its website a list of all operators offering transport services to its location independently of any booking or if cookies or meta data are used to place on websites advertisements related to the travel destination and/or travel period specified for the first travel service chosen.

Justification

Clarification of what is not an assisted travel arrangement (additional offers are not sent in a targeted way, i.e. they are not related to the place and dates of the first travel service booked by the traveller).

Amendment 98
Philippe Juvin
Proposal for a directive
Recital 13

Text proposed by the Commission

(13) Particular rules should be laid down for both high street and on-line retailers which assist travellers, on the occasion of a single visit or contact with their own point of sale, in concluding separate contracts with individual service providers and for online retailers which, through linked online booking processes, facilitate the procurement of additional travel services from another trader in a targeted manner, at the latest when the booking of the first service is confirmed. These rules would apply for example, where, along with the confirmation of the booking of a first travel service such as a flight or a train journey, a consumer receives an invitation to book an additional travel service available at the chosen travel destination, for instance hotel accommodation, with a link to the booking site of another service provider or intermediary. While those arrangements do not constitute packages within the meaning of this Directive as there can be no confusion that a single organiser has assumed the responsibility for the travel services, such assisted arrangements constitute an alternative business model that often competes closely with packages.

Amendment

(13) Particular rules should be laid down for both high street and on-line retailers which assist travellers, on the occasion of a single visit or contact with their own point of sale, in concluding separate contracts with individual service providers and for online retailers which, through linked online booking processes, facilitate the procurement of additional travel services from another trader in a targeted manner which implies a transfer between the traders of data related specifically to the first travel service (including travel destination and travel period), without a transfer of the traveller's personal data, at the latest when the booking of the first service is confirmed by email. These rules would apply for example, where, while the confirmation of the booking of a first travel service such as a flight or a train journey is sent, or along with the latter, a consumer receives an invitation to book an additional travel service available at the chosen travel destination and/or for the dates specified for the first travel service, for instance hotel accommodation, with a link to the booking site of another service provider or intermediary. While those arrangements do not constitute packages within the meaning of this Directive as there can be no confusion that a single organiser and/or retailer has assumed the responsibility for the travel services, and as no personal data from the traveller has been transferred between the traders, such assisted arrangements constitute an alternative business model that often competes closely with packages.

Or. en
Justification

Clarification of the kind of information exchanged (distinction between a package travel as defined in article 3.2(v), and an ATA as defined in article 3.5(b)). A mere link on a website cannot constitute an ATA (need for a minimum transfer of information between traders related to the booking only - dates and place). The proper time of the confirmation must be clarified (reception of the confirmation email) in order to ensure legal certainty (the definition of the time period has an impact on what is to be considered as package travel or not).

Amendment 99
Hans-Peter Mayer
Proposal for a directive
Recital 14 a (new)

Text proposed by the Commission

(14a) Practices have appeared online whereby traders facilitating the procurement of linked travel arrangements have dissimulated on their website the option allowing travellers not to opt for any other services than the main one. Such practices should be regarded as misleading for travellers. As the existing legal framework has not allowed for their elimination yet and given that they are specific to linked travel arrangements, they should therefore be forbidden under this Directive.

Or. en

Amendment 100
Emma McClarkin
Proposal for a directive
Recital 15 a (new)

Text proposed by the Commission

(15a) Before making the payment, consumers should be made aware of
whether they are choosing a package travel or a linked travel arrangement, and of the corresponding level of protection.

Amendment 101
Emma McClarkin
Proposal for a directive
Recital 15 b (new)

Text proposed by the Commission
(15b) If consumers wish to continue to compile their own holidays outside of the scope of this Directive, albeit without the same level of protection provided for in this Directive, they should be informed accordingly before payment is made.

Amendment

Or. en

Amendment 102
Hans-Peter Mayer
Proposal for a directive
Recital 16

Text proposed by the Commission
(16) Only the combination of different travel services, such as accommodation, carriage of passengers by bus, rail, water or air, as well as car rental, should be considered for the purposes of identifying a package or an assisted travel arrangement. Accommodation for residential purposes, including for long-term language courses, should not be considered as accommodation within the meaning of this Directive.

Amendment
(16) Only the combination of different travel services, such as accommodation, carriage of passengers by bus, rail, water or air, as well as car rental, should be considered for the purposes of identifying a package or an assisted travel arrangement. Hotel nights with added packages, such as tickets for musicals or spa treatments, should be excluded when this package does not form a significant part of the trip or the ancillary service does not clearly constitute the real reason for the trip. Accommodation for residential purposes
for over one month or which is clearly not for the purpose of tourism, such as for long-term language courses, should not be considered as accommodation within the meaning of this Directive.

Amendment 103
Emma McClarkin

Proposal for a directive
Recital 16

Text proposed by the Commission

(16) Only the combination of different travel services, such as accommodation, carriage of passengers by bus, rail, water or air, as well as car rental, should be considered for the purposes of identifying a package or an assisted travel arrangement. Accommodation for residential purposes, including for long-term language courses, should not be considered as accommodation within the meaning of this Directive.

Amendment

(16) The combination of different travel services, such as accommodation, carriage of passengers by bus, rail, water or air, as well as car rental, should be considered for the purposes of identifying a package or a linked travel arrangement. Hotel nights with added packages, such as tickets for musicals or spa treatments, should be excluded when this package is not marketed to the consumer as a significant part of the trip or the ancillary service clearly does not constitute the main element of the trip. Accommodation for residential purposes, for over one month or which is clearly not for the purpose of tourism, such as for long-term language courses, should not be considered as accommodation within the meaning of this Directive.

Or. en
(17) Other tourist services, such as admission to concerts, sport events, excursions or event parks are services that, in combination with either carriage of passengers, accommodation and/or car rental, should be considered as capable of constituting a package or an assisted travel arrangement. However, such packages should only fall within the scope of this Directive if the relevant tourist service accounts for a significant proportion of the package. Generally, the tourist service should be considered as a significant proportion of the package if it accounts for more than 20% of the total price or otherwise represents an essential feature of the trip or holiday. Ancillary services, such as travel insurance, transport of luggage, meals and cleaning provided as part of accommodation, should not be considered as tourist services in their own right.

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**Amendment**

(17) Other tourist services, such as admission to concerts, sport events, excursions or event parks are services that, in combination with carriage of passengers should be considered as capable of constituting a package or a linked travel arrangement. However, such packages should only fall within the scope of this Directive if the relevant tourist service accounts for a significant proportion of the package. Generally, the tourist service should be considered as a significant proportion of the package if it is specifically marketed to consumers as such, accounts for more than 20% of the total price or otherwise represents an essential feature of the trip or holiday. Ancillary services, such as travel insurance, transport of luggage, meals and cleaning provided as part of accommodation, should not be considered as tourist services in their own right.

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**Proposal for a directive**

**Recital 17**

(17) Other tourist services, such as admission to concerts, sport events, excursions or event parks are services that, in combination with carriage of passengers, accommodation and/or car rental, should be considered as capable of constituting a package or an assisted travel arrangement. However, such packages should only fall within the scope of this Directive if the relevant tourist service accounts for a significant proportion of the package. Generally, the tourist service should be considered as a significant proportion of the package if it accounts for more than 20% of the total price or otherwise represents an essential feature of the trip or holiday. Ancillary services, such as travel insurance, transport of luggage, meals and cleaning provided as part of accommodation, should not be considered as tourist services in their own right.

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Or. en
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Amendment 106
Hans-Peter Mayer

Proposal for a directive
Recital 17

(17) Other tourist services, such as admission to concerts, sport events, excursions or event parks are services that, in combination with either carriage of passengers, accommodation and/or car rental, should be considered as capable of constituting a package or an assisted travel arrangement. However, such packages should only fall within the scope of this Directive if the relevant tourist service accounts for a significant proportion of the package. Generally, the tourist service should be considered as a significant proportion of the package if it accounts for more than 20% of the total price or otherwise represents an essential feature of the trip or holiday. Ancillary services, such as travel insurance, transport of luggage,
meals and cleaning provided as part of accommodation, should not be considered as tourist services in their own right.

feature of the trip or holiday. Ancillary services, such as, in particular, travel insurance, transport between the station and the accommodation, transport at the beginning of the trip and as part of excursions, transport of luggage, meals and cleaning provided as part of accommodation, should not be considered as tourist services in their own right.

Amendment 107
Othmar Karas

Proposal for a directive
Recital 17

Text proposed by the Commission

(17) Other tourist services, such as admission to concerts, sport events, excursions or event parks are services that, in combination with either carriage of passengers, accommodation and/or car rental, should be considered as capable of constituting a package or an assisted travel arrangement. However, such packages should only fall within the scope of this Directive if the relevant tourist service accounts for a significant proportion of the package. Generally, the tourist service should be considered as a significant proportion of the package if it accounts for more than 20% of the total price or otherwise represents an essential feature of the trip or holiday. Ancillary services, such as travel insurance, transport of luggage, meals and cleaning provided as part of accommodation, should not be considered as tourist services in their own right.

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Justification

Services provided by tourist accommodation establishments are now subject to the Consumer Rights Directive. Offers by hotel and other accommodation establishments, such as for spa services, admissions or equipment hire, should not be deemed to constitute a package in combination with the accommodation unless they form a significant proportion of the holiday or trip. It therefore makes more sense to set a higher percentage limit on a ‘significant proportion’, at 50% of the total price.

Amendment 108
Sergio Gaetano Cofferati

Proposal for a directive
Recital 17

Text proposed by the Commission

(17) Other tourist services, such as admission to concerts, sport events, excursions or event parks are services that, in combination with either carriage of passengers, accommodation and/or car rental, should be considered as capable of constituting a package or an assisted travel arrangement. However, such packages should only fall within the scope of this Directive if the relevant tourist service accounts for a significant proportion of the package. Generally, the tourist service should be considered as a significant proportion of the package if it accounts for more than 20% of the total price or otherwise represents an essential feature of the trip or holiday. Ancillary services, such as travel insurance, transport of luggage, meals and cleaning provided as part of accommodation, should not be considered as tourist services in their own right.

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Or. en

Amendment 109
Jorgo Chatzimarkakis
Proposal for a directive
Recital 17

Text proposed by the Commission

(17) Other tourist services, such as admission to concerts, sport events, excursions or event parks are services that, in combination with either carriage of passengers, accommodation and/or car rental, should be considered as capable of constituting a package or an assisted travel arrangement. However, such packages should only fall within the scope of this Directive if the relevant tourist service accounts for a significant proportion of the package. Generally, the tourist service should be considered as a significant proportion of the package if it accounts for more than 20% of the total price or otherwise represents an essential feature of the trip or holiday. Ancillary services, such as travel insurance, transport of luggage, meals and cleaning provided as part of accommodation, should not be considered as tourist services in their own right.

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Or. en

Amendment 110
Jorgo Chatzimarkakis

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

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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 111
Sergio Gaetano Cofferati
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.

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Amendment 112  
Catherine Stihler  
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.  

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Justification  

Transfer of a consumer's data between linked booking processes should be sufficient to create a package holiday when it results in the combination of at least two different types of travel services on the same trip. Furthermore the term "particulars" is too vague.  

Amendment 113  
Philippe Juvin  
Proposal for a directive  
Recital 18  

Text proposed by the Commission  

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Or. en

Justification

Clarification of the kind of information exchanged (distinction between a package travel as defined in article 3.2(v), and an ATA as defined in article 3.5(b)). A mere link on a website cannot constitute an ATA (need for a minimum transfer of information between traders related to the booking only - dates and place). The proper time of the confirmation must be clarified (reception of the confirmation email) in order to ensure legal certainty (the definition of the time period has an impact on what is to be considered as package travel or not).

Amendment 114
Heide Rühle

Proposal for a directive
Recital 18

Text proposed by the Commission

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Amendment 115
Sergio Gaetano Cofferati
Proposal for a directive
Recital 19

Text proposed by the Commission

(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.

Amendment

deleted

Or. en

Amendment 116
Anna Hedh
Proposal for a directive
Recital 19
(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.

Amendment 117
Philippe Juvin
Proposal for a directive
Recital 20

(20) The main characteristic of package travel is that at least one trader is responsible as an organiser for the proper performance of the package as a whole. Therefore, only in cases where another trader is acting as the organiser of a package should a trader, typically a high-street or on-line travel agent, be able to act as a mere retailer or intermediary and not be liable as an organiser. Whether a trader is acting as an organiser for a given package should depend on its involvement in the creation of a package as defined under this Directive, and not on the denomination under which it carries out its business. Where two or more traders meet a criterion which makes the combination of travel services a package and where those traders have not informed the traveller which of them is the organiser of the package, all relevant traders should be considered as organisers.

(20) The main characteristic of package travel is that at least one trader, the organiser and/or the retailer, is responsible for the proper performance of the package as a whole. Whether a trader is acting as an organiser for a given package should depend on its involvement in the creation of a package as defined under this Directive, and not on the denomination under which it carries out its business. Where two or more traders meet a criterion which makes the combination of travel services a package and where those traders have not informed the traveller which of them is the organiser of the package, all relevant traders should be considered as organisers.
Justification

The current EC proposal questions the possibility left to Member States by the 1990 Directive to define who is liable (organiser/retailer) in case of a package. There is no objective reason justifying this change, which is not adapted to certain Member States' fragmented market structures with a large number of very small businesses. Besides, liability is a major selling point for retailers, even more in a context of economic crisis and increasing competition from online traders, and creates a close relationship with the consumer. It furthermore simplifies procedures for the consumer, faced with a single representative.

Amendment 118
Philippe Juvin

Proposal for a directive
Recital 21

Text proposed by the Commission

(21) In relation to packages, retailers should be responsible together with the organiser for the provision of pre-contractual information. At the same time it should be clarified that they are liable for booking errors. To facilitate communication, in particular in cross-border cases, travellers should have the possibility of contacting the organiser also via the retailer through which they bought the package.

Amendment

(21) In relation to packages, retailers should be responsible together with the organiser for the provision of pre-contractual information. At the same time it should be clarified that they are liable for booking errors in case they are actually involved in the booking process. Retailers should therefore not be liable for booking errors if those result from errors committed by another trader from which are procured additional travel services through linked online booking processes in the context of an assisted travel arrangement based on the mere transfer of targeted information including travel destination and travel period. In this case, the trader providing the additional travel services should be liable for the errors occurring in the booking process of such services. To facilitate communication, in particular in cross-border cases, travellers should have the possibility of contacting the organiser also via the retailer through which they bought the package.

Or. en
Justification

Retailers should only be responsible for booking errors when they actually take part in the booking process. If, in the case of an ATA using linked online booking processes based on the transfer between traders of targeted information including travel destination and travel period (see amendment on article 3.5(b)), the trader providing the additional services makes booking mistakes, the latter should be the one liable for the booking errors, and not the retailer who has no control over the booking of additional services.

Amendment 119
Catherine Stihler
Proposal for a directive
Recital 23

Text proposed by the Commission

(23) Key information, for example on the main characteristics of the travel services or the prices, provided in advertisements, on the organiser's website or in brochures as part of the pre-contractual information, should be binding, unless the organiser reserves the right to make changes to those elements and unless such changes are clearly and prominently communicated to the traveller before the contract is concluded. However, in light of new communication technologies, there is no longer any need to lay down specific rules on brochures, while it is appropriate to ensure that, in certain circumstances, changes impacting the contract performance are communicated between the parties on a durable medium accessible for future reference. It should always be possible to make changes to that information where both parties to the contract expressly agree on that.

Amendment

(23) Key information, for example on the main characteristics of the travel services or the prices, provided in advertisements, on the organiser's website or in brochures as part of the pre-contractual information, should be binding, unless the organiser reserves the right to make changes to those elements and unless such changes are clearly and prominently communicated to the traveller before the contract is concluded. Changes impacting the contract performance must be adequately communicated between the parties on a durable medium accessible for future reference. It should always be possible to make changes to that information where both parties to the contract expressly agree on that.

Or. en

Justification

While digital communication is becoming more prominent information should remain available on different supports to guarantee accessibility for all consumers.
Amendment 120
Emma McClarkin

Proposal for a directive
Recital 23 a (new)

Text proposed by the Commission

(23a) However, in light of new communication technologies which can help to ensure that consumers have access to up-to-date information at the time of booking and the growing trend to book travel packages online, there is no longer a need for specific rules requiring printed brochures.

Amendment

Or. en

Amendment 121
Jorgo Chatzimarkakis

Proposal for a directive
Recital 23 a (new)

Text proposed by the Commission

(23a) Flight times should be a fixed part of the contract and one of the main characteristics of a travel service. They should not be allowed to be changed by more than 5 hours.

Amendment

Or. en

Amendment 122
Hans-Peter Mayer

Proposal for a directive
Recital 26

Text proposed by the Commission

(26) Since packages are often purchased a

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 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.

Amendment 123
Sergio Gaetano Cofferati
Proposal for a directive
Recital 26

Text proposed by the Commission

(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 compensation, as well as the right to terminate the contract without paying compensation where unavoidable and extraordinary circumstances like warfare or a natural disaster, including terrorism, hurricanes, earthquakes and political instability which puts travellers' safety at risk 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.

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, if any, 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 compensation, as well as the right to terminate the contract without paying compensation where unavoidable and extraordinary circumstances like warfare or a natural disaster, including terrorism, hurricanes, earthquakes and political instability which puts travellers' safety at risk 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.
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 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.

Or. en

Amendment 124
Philippe Juvin

Proposal for a directive
Recital 26

Text proposed by the Commission

(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 compensation, in which case the contract should specify reasonable standardised termination fees. In any case travellers shall have 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.

Amendment
(Does not affect the English version)
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.

Justification

(Does not affect the English version)

Amendment 125
Anna Hedh

Proposal for a directive
Recital 26

Text proposed by the Commission

(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 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

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 compensation, as well as the right to terminate the contract without paying compensation where unavoidable and extraordinary circumstances like warfare, terrorism, political instability or a natural
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.

Amendment 126
Catherine Stihler
Proposal for a directive
Recital 27

Text proposed by the Commission

(27) In specific situations, also the organiser should be entitled to terminate the contract before the start of the package without paying compensation, for instance if the minimum number of participants is not reached and where this possibility has been reserved in the contract.

Amendment

(27) In specific situations, also the organiser should be entitled to terminate the contract before the start of the package without paying compensation, for instance if the minimum number of participants is not reached and where this possibility has been reserved in the contract. In such a situation, the organiser should adequately inform travellers who may be impacted by that clause.

Amendment 127
Sergio Gaetano Cofferati
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

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 **10%** of the price of the package.

The contract if the proposed alterations change any of the main characteristics of the travel services. Price increases should be possible only if **the contract was concluded more than three months before its start and 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

**Amendment 128**

Konstantinos Poupakis

**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.
A 10% limit would place a disproportionate burden on travellers, particularly in cases where the costs of a particular package are already high and/or a large number of travellers are taking part in it, for example families (given that each family member would be paying 10% more).

**Amendment 129**

Philippe Juvin

**Proposal for a directive**

**Recital 30**

(30) In order to ensure consistency, it is appropriate to align the provisions of this Directive with international conventions covering travel services and with the Union legislation on passenger rights. Where the organiser and/or the retailer is liable for failure to perform or improper performance of the services included in the package travel contract, the organiser and/or the retailer should be able to invoke the limitations of the liability of service providers set out in such international conventions as the Montreal Convention of 1999 for the Unification of certain Rules for International Carriage by Air\(^{18}\), the Convention of 1980 concerning International Carriage by Rail (COTIF)\(^{19}\) and the Athens Convention of 1974 on the Carriage of Passengers and their Luggage by Sea\(^{20}\). Where it is impossible, because of unavoidable and extraordinary circumstances, to ensure the traveller's return to the place of departure, the organiser's obligation to bear the cost of the travellers' continued stay at the place of destination should be aligned with the Commission's proposal\(^{21}\) aimed to amend Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common...
rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights\textsuperscript{22}.


\textsuperscript{22} OJ L 46, 17.2.2004, p.1.

of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights\textsuperscript{22}.


\textsuperscript{22} OJ L 46, 17.2.2004, p.1.

Or. en
Justification

The current EC proposal questions the possibility left to Member States by the 1990 Directive to define who is liable (organiser/retailer) in case of a package. There is no objective reason justifying this change, which is not adapted to certain Member States' fragmented market structures with a large number of very small businesses. Besides, liability is a major selling point for retailers, even more in a context of economic crisis and increasing competition from online traders, and creates a close relationship with the consumer. It furthermore simplifies procedures for the consumer, faced with a single representative.

Amendment 130
Philippe Juvin

Proposal for a directive
Recital 30

Text proposed by the Commission

(30) In order to ensure consistency, it is appropriate to align the provisions of this Directive with international conventions covering travel services and with the Union legislation on passenger rights. Where the organiser is liable for failure to perform or improper performance of the services included in the package travel contract, the organiser should be able to invoke the limitations of the liability of service providers set out in such international conventions as the Montreal Convention of 1999 for the Unification of certain Rules for International Carriage by Air\(^{18}\), the Convention of 1980 concerning International Carriage by Rail (COTIF)\(^{19}\) and the Athens Convention of 1974 on the Carriage of Passengers and their Luggage by Sea\(^{20}\). Where it is impossible, because of unavoidable and extraordinary circumstances, to ensure the traveller's return to the place of departure, the organiser's obligation to bear the cost of the travellers' continued stay at the place of destination should be aligned with the Commission's proposal\(^{21}\) aimed to amend Regulation (EC) No 261/2004 of the European Parliament and of the Council of

Amendment

(Does not affect the English version)
11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights\textsuperscript{22}.

\begin{itemize}
\item[22] OJ L 46, 17.02.04, p. 1
\end{itemize}
Amendment 131
Heide Rühle

Proposal for a directive
Recital 30

Text proposed by the Commission

(30) In order to ensure consistency, it is appropriate to align the provisions of this Directive with international conventions covering travel services and with the Union legislation on passenger rights. Where the organiser is liable for failure to perform or improper performance of the services included in the package travel contract, the organiser should be able to invoke the limitations of the liability of service providers set out in such international conventions as the Montreal Convention of 1999 for the Unification of certain Rules for International Carriage by Air, the Convention of 1980 concerning International Carriage by Rail (COTIF) and the Athens Convention of 1974 on the Carriage of Passengers and their Luggage by Sea. Where it is impossible, because of unavoidable and extraordinary circumstances, to ensure the traveller's return to the place of departure, the organiser's obligation to bear the cost of the travellers' continued stay at the place of destination should be aligned with the Commission's proposal aimed to amend Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights.

Amendment

(30) In order to ensure consistency, it is appropriate to align the provisions of this Directive with international conventions covering travel services and with the Union legislation on passenger rights, the latter prevailing where applicable. Where the organiser is liable for failure to perform or improper performance of the services included in the package travel contract, the organiser should be able to invoke the limitations of the liability of service providers set out in such international conventions as the Montreal Convention of 1999 for the Unification of certain Rules for International Carriage by Air, the Convention of 1980 concerning International Carriage by Rail (COTIF) and the Athens Convention of 1974 on the Carriage of Passengers and their Luggage by Sea. Where it is impossible, because of unavoidable and extraordinary circumstances, to ensure the traveller's return to the place of departure, the organiser's obligation to bear the cost of the travellers' continued stay at the place of destination should be aligned with the Commission's proposal aimed to amend Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights.


Or. en

Amendment 132
Matteo Salvini

Proposal for a directive
Recital 30
(30) In order to ensure consistency, it is appropriate to align the provisions of this Directive with international conventions covering travel services and with the Union legislation on passenger rights. Where the organiser is liable for failure to perform or improper performance of the services included in the package travel contract, the organiser should be able to invoke the limitations of the liability of service providers set out in such international conventions as the Montreal Convention of 1999 for the Unification of certain Rules for International Carriage by Air\textsuperscript{18}, the Convention of 1980 concerning International Carriage by Rail (COTIF)\textsuperscript{19} and the Athens Convention of 1974 on the Carriage of Passengers and their Luggage by Sea\textsuperscript{20}. Where it is impossible, because of unavoidable and extraordinary circumstances, to ensure the traveller's return to the place of departure, the organiser's obligation to bear the cost of the travellers' continued stay at the place of destination should be aligned with the Commission's proposal\textsuperscript{21} aimed to amend Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights\textsuperscript{22}.


19 2013/103/EU: Council Decision of 16 June 2011 on the signing and conclusion of the Agreement between the European...


Or. en

Justification

The applicable EU regulations on passenger rights should supersede the Package Travel Directive when there is an overlap on specific provisions related to rights of passengers travelling by the different modes of transport.

Amendment 133
Philippe Juvin

Proposal for a directive
Recital 31

Text proposed by the Commission
(31) This Directive should not affect the rights of travellers to present claims both

Amendment
(31) This Directive should not affect the rights of travellers to present claims both
under this Directive and under any other relevant Union legislation, so that travellers will continue to have the possibility to address claims to the organiser, the carrier or any other liable party, or, as the case may be, to several parties. It should be clarified that they may not cumulate rights under different legal bases if the rights safeguard the same interest or have the same objective. The organiser’s liability is without prejudice to the right to seek redress from third parties, including service providers.

under this Directive and under any other relevant Union legislation, so that travellers will continue to have the possibility to address claims to the organiser and/or the retailer, the carrier or any other liable party, or, as the case may be, to several parties. It should be clarified that they may not cumulate rights under different legal bases if the rights safeguard the same interest or have the same objective. The organiser and/or the retailer's liability is without prejudice to the right to seek redress from third parties, including service providers. Member States should ensure that the organiser and the retailer have appropriate and accessible means of redress against third parties in this regard.

Justification

The current EC proposal questions the possibility left to Member States by the 1990 Directive to define who is liable (organiser/retailer) in case of a package. There is no objective reason justifying this change, which is not adapted to certain Member States’ fragmented market structures with a large number of very small businesses. Besides, liability is a major selling point for retailers, even more in a context of economic crisis and increasing competition from online traders, and creates a close relationship with the consumer. It furthermore simplifies procedures for the consumer, faced with a single representative. The last addition refers to the amendment tabled by Mr Philippe Juvin to Article 20 (means of redress).

Amendment 134
Hans-Peter Mayer

Proposal for a directive
Recital 31

Text proposed by the Commission

(31) This Directive should not affect the rights of travellers to present claims both under this Directive and under any other relevant Union legislation, so that travellers will continue to have the possibility to address claims to the

Amendment

(31) This Directive should not affect the rights of travellers to present claims both under this Directive and under any other relevant Union legislation, so that travellers will continue to have the possibility to address claims to the
organiser, the carrier or any other liable party, or, as the case may be, to several parties. It should be clarified that they may not cumulate rights under different legal bases if the rights safeguard the same interest or have the same objective. The organiser's liability is without prejudice to the right to seek redress from third parties, including service providers.

However, the need to ensure that travellers receive an appropriate and timely compensation in cases where the contract is not performed properly by one of the parties should not impose an unreasonable and disproportionate burden on organisers and retailers. In addition to their obligation to remedy any lack of conformity or to compensate travellers, organisers and retailers should then have the right to seek redress from any third party which contributed to the event triggering compensation or other obligations. The organiser and retailer's liability is therefore without prejudice to this right to seek redress from third parties, including service providers.

Or. en

Justification

Please see the changes and justification for article 20 in this regard.

Amendment 135
Emma McClarkin

Proposal for a directive
Recital 34

Text proposed by the Commission

(34) Member States should ensure that travellers purchasing a package or an assisted travel arrangement are fully protected against the insolvency of the organiser, of the retailer having facilitated the assisted travel arrangement or of any of the service providers. Member States in which package organisers and retailers

Amendment

(34) Member States should ensure that travellers purchasing a package or a linked travel arrangement are fully protected against the insolvency of the organiser, of the retailer having facilitated the linked travel arrangement or of any of the service providers. Member States in which package organisers and retailers facilitating
facilitating assisted travel arrangements are established should ensure that traders offering such combinations of travel services provide security for the refund of all payments made by travellers and for their repatriation in the event of insolvency. While retaining discretion as to the way in which insolvency protection is granted, Member States should ensure that their national insolvency protection schemes are effective and able to guarantee prompt repatriation and the refund of all travellers affected by the insolvency. The required insolvency protection should take into account the actual financial risk of the activities of the organiser, relevant retailer or service provider, including the type of combination of travel services they sell, foreseeable seasonal fluctuations as well as the extent of pre-payments and the way in which these are secured. In accordance with Directive 2006/123/EC of the European Parliament and of the Council of 12 December 2006 on services in the internal market\(^\text{25}\), in cases where insolvency protection may be provided in the form of a guarantee or an insurance policy, such security may not be limited to attestations issued by financial operators established in a particular Member State.

\(^{25}\text{OJ L376, 27.12.2006, p. 36.}\)

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Insolvency protection systems should have the flexibility to meet consumer preference

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Or. en

Justification

Insolvency protection systems should have the flexibility to meet consumer preference

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wherever possible. This includes arranging for the fulfilment of existing contracts where consumers want to complete their holiday or if near departure, keep their existing plans.

Amendment 136
Catherine Stihler

Proposal for a directive
Recital 34

Text proposed by the Commission

(34) Member States should ensure that travellers purchasing a package or an assisted travel arrangement are fully protected against the insolvency of the organiser, of the retailer having facilitated the assisted travel arrangement or of any of the service providers. Member States in which package organisers and retailers facilitating assisted travel arrangements are established should ensure that traders offering such combinations of travel services provide security for the refund of all payments made by travellers and for their repatriation in the event of insolvency. While retaining discretion as to the way in which insolvency protection is granted, Member States should ensure that their national insolvency protection schemes are effective and able to guarantee prompt repatriation and the refund of all travellers affected by the insolvency. The required insolvency protection should take into account the actual financial risk of the activities of the organiser, relevant retailer or service provider, including the type of combination of travel services they sell, foreseeable seasonal fluctuations as well as the extent of pre-payments and the way in which these are secured. In accordance with Directive 2006/123/EC of the European Parliament and of the Council of 12 December 2006 on services in the internal market, in cases where insolvency protection may be provided in the form of a guarantee or an insurance

Amendment

(34) Member States should ensure that travellers purchasing a package or an assisted travel arrangement are fully protected against the insolvency of the organiser, of the retailer having facilitated the assisted travel arrangement or of any of the service providers. Member States in which package organisers and retailers facilitating assisted travel arrangements are established should ensure that traders offering such combinations of travel services provide security for the refund of all payments made by travellers and for their repatriation in the event of insolvency. While retaining discretion as to the way in which insolvency protection is granted, Member States should ensure that their national insolvency protection schemes are effective and able to guarantee prompt repatriation and the refund of all travellers affected by the insolvency.

Where a consumer would prefer to complete their package or linked travel arrangement, rather than obtain a full refund, the insolvency protection may, where appropriate, provide for the fulfilment of existing contracts, in order to enable the package or linked travel arrangement to continue but this shall be at no additional cost to the traveller. The required insolvency protection should take into account the actual financial risk of the activities of the organiser, relevant retailer or service provider, including the type of combination of travel services they sell,
policy, such security may not be limited to attestations issued by financial operators established in a particular Member State.


Amendment 137
Philippe Juvin

Proposal for a directive
Recital 34

*Text proposed by the Commission*

(34) Member States should ensure that travellers purchasing a package or an assisted travel arrangement are fully protected against the insolvency of the organiser, of the retailer having facilitated the assisted travel arrangement or of any of the service providers. Member States in which package organisers and retailers facilitating assisted travel arrangements are established should ensure that traders offering such combinations of travel services provide security for the refund of all payments made by travellers and for their repatriation in the event of insolvency. While retaining discretion as to the way in which insolvency protection is granted, Member States should ensure that their national insolvency protection schemes are effective and able to guarantee prompt repatriation and the refund of all foreseeable seasonal fluctuations as well as the extent of pre-payments and the way in which these are secured. In accordance with Directive 2006/123/EC of the European Parliament and of the Council of 12 December 2006 on services in the internal market, in cases where insolvency protection may be provided in the form of a guarantee or an insurance policy, such security may not be limited to attestations issued by financial operators established in a particular Member State.


*Or. en*

*Amendment*

(34) Member States should ensure that travellers purchasing a package or an assisted travel arrangement are fully protected against the insolvency of the organiser and/or the retailer in case of a package, of the retailer having facilitated the assisted travel arrangement, or of any of the service providers. Member States in which package organisers and/or retailers, and retailers facilitating assisted travel arrangements are established should ensure that traders offering such combinations of travel services provide security for the refund of all payments made by travellers and for their repatriation in the event of insolvency. While retaining discretion as to the way in which insolvency protection is granted, Member States should ensure that their national insolvency protection schemes are effective and able to guarantee
travellers affected by the insolvency. The required insolvency protection should take into account the actual financial risk of the activities of the organiser, relevant retailer or service provider, including the type of combination of travel services they sell, foreseeable seasonal fluctuations as well as the extent of pre-payments and the way in which these are secured. In accordance with Directive 2006/123/EC of the European Parliament and of the Council of 12 December 2006 on services in the internal market\textsuperscript{25}, in cases where insolvency protection may be provided in the form of a guarantee or an insurance policy, such security may not be limited to attestations issued by financial operators established in a particular Member State.

\textsuperscript{25} OJ L376, 27.12.2006, p. 36.

Justification

The current EC proposal questions the possibility left to Member States by the 1990 Directive to define who is liable (organiser/retailer) in case of a package. There is no objective reason justifying this change, which is not adapted to certain Member States' fragmented market structures with a large number of very small businesses. Besides, liability is a major selling point for retailers, even more in a context of economic crisis and increasing competition from online traders, and creates a close relationship with the consumer. It furthermore simplifies procedures for the consumer, faced with a single representative. Liability implies adequate protection against insolvency.

Amendment 138
Ivo Belet

Proposal for a directive
Recital 34

\textit{Text proposed by the Commission}

(34) Member States should ensure that travellers purchasing a package or an

\textit{Amendment}

(34) Member States should ensure that travellers purchasing a package or an
assisted travel arrangement are fully protected against the insolvency of the
organiser, of the retailer having facilitated
the assisted travel arrangement or of any of
the service providers. Member States in
which package organisers and retailers
facilitating assisted travel arrangements are
established should ensure that traders
offering such combinations of travel
services provide security for the refund of
all payments made by travellers and for
their repatriation in the event of
insolvency. While retaining discretion as to
the way in which insolvency protection is
granted, Member States should ensure that
their national insolvency protection
schemes are effective and able to guarantee
prompt repatriation and the refund of all
travellers affected by the insolvency. The
required insolvency protection should take
into account the actual financial risk of the
activities of the organiser, relevant retailer
or service provider, including the type of
combination of travel services they sell,
foreseeable seasonal fluctuations as well as
the extent of pre-payments and the way in
which these are secured. In accordance
with Directive 2006/123/EC of the
European Parliament and of the Council of
12 December 2006 on services in the
internal market\(^\text{25}\), in cases where
insolvency protection may be provided in
the form of a guarantee or an insurance
policy, such security may not be limited to
attestations issued by financial operators
established in a particular Member State.


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Or. nl

Justification

Member States will transpose this directive at various administrative levels, depending on the structure of the State.

Amendment 139
Sergio Gaetano Cofferati

Proposal for a directive
Recital 36

Text proposed by the Commission

(36) As regards assisted travel arrangements, beyond the obligation to provide insolvency protection and to inform travellers that individual service providers are solely responsible for their contractual performance, the relevant contracts are subject to general Union consumer protection legislation and sector-specific Union legislation.

Amendment

(36) As regards assisted travel arrangements, beyond the obligation to provide insolvency protection and assistance for travellers in difficulty and to inform travellers that individual service providers are solely responsible for their contractual performance, the relevant contracts are subject to general Union consumer protection legislation and sector-specific Union legislation.

Or. en

Amendment 140
Philippe Juvin

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 an organiser or a retailer arranges the booking of a package, or where a retailer arranges the booking of an assisted travel arrangement and where the organiser or the retailer makes mistakes in the booking process.

Or. en

Justification

Article 19 provides for the liability of the retailer in case of booking errors (whether if the retailer arranges the booking of a package or of an ATA). However, this article does not refer to the liability for booking errors of the organiser of a package when the latter arranges the booking directly. Organisers should, in this case, be also liable for booking errors.
Amendment 141
Sergio Gaetano Cofferati
Proposal for a directive
Recital 37 a (new)

Text proposed by the Commission

Amendment

(37a) Commission should develop, by means of technical standards, two visual European indicators to indicate respectively the travel package and the assisted travel arrangements. These indicators will not concern the quality of the contract or of the services offered but will just inform the traveller on whether he is dealing with a travel package or with a linked travel arrangement. The colours of these indicators shall be green for the travel packages and yellow for the linked travel arrangements, highlighting in a clear and immediate manner the different level of protection and of guarantees that are offered to the traveller.

Or. en

Amendment 142
Ivo Belet
Proposal for a directive
Recital 39

Text proposed by the Commission

Amendment

(39) It is necessary that Member States lay down penalties for infringements of national provisions transposing this Directive and ensure that they are enforced. The penalties should be effective, proportionate and dissuasive.

(39) It is necessary that Member States lay down penalties for infringements of provisions transposing this Directive and ensure that they are enforced. The penalties should be effective, proportionate and dissuasive.

Or. nl
Justification

Member States will transpose this directive at various administrative levels, depending on the structure of the State.

Amendment 143
Ivo Belet

Proposal for a directive
Recital 43

Text proposed by the Commission

(43) In accordance with the Joint Political Declaration of Member States and the Commission of 28 September 2011 on explanatory documents, Member States have undertaken to accompany, in justified cases, the notification of their transposition measures with one or more documents explaining the relationship between the components of a directive and the corresponding parts of national transposition instruments. With regard to this Directive, the legislator considers the transmission of such documents to be justified,

Amendment

(43) In accordance with the Joint Political Declaration of 28 September 2011 of Member States and the Commission on explanatory documents, Member States have undertaken to accompany, in justified cases, the notification of their transposition measures with one or more documents explaining the relationship between the components of a directive and the corresponding parts of transposition instruments. With regard to this Directive, the legislator considers the transmission of such documents to be justified,

Or. nl

Justification

Member States will transpose this directive at various administrative levels, depending on the structure of the State.

Amendment 144
Emma McClarkin

Proposal for a directive
Article 1

Text proposed by the Commission

This Directive is to contribute to the proper functioning of the internal market and to

Amendment

This Directive is to contribute to the proper functioning of the internal market and to
the achievement of a high level of consumer protection by approximating certain aspects of the laws, regulations and administrative provisions of the Member States in respect of contracts on package travel and assisted travel arrangements concluded between travellers and traders.

Or. en

Amendment 145
Matteo Salvini
Proposal for a directive
Article 1

Text proposed by the Commission

This Directive is to contribute to the proper functioning of the internal market and to the achievement of a high level of consumer protection by approximating certain aspects of the laws, regulations and administrative provisions of the Member States in respect of contracts on package travel and assisted travel arrangements concluded between travellers and traders.

Amendment

This Directive is to contribute to the proper functioning of the internal market and to the achievement of a high level of consumer protection by approximating certain aspects of the laws, regulations and administrative provisions of the Member States in respect of contracts on package travel concluded between travellers and traders.

Or. en

Justification

The scope of the Package Travel Directive should be limited to combinations of travel services which constitute a package. The introduction of the new concept of ‘assisted travel arrangement’ in this Directive could have detrimental effects on consumers and businesses.

Amendment 146
Matteo Salvini
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 to packages offered for sale or sold by traders to travellers, with the exception of Article 17.

Or. en

Justification

The scope of the Package Travel Directive should be limited to combinations of travel services which constitute a package. The introduction of the new concept of ‘assisted travel arrangement’ in this Directive could have detrimental effects on consumers and businesses.

Amendment 147
Jorgo Chatzimarkakis

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 to packages offered for sale or sold by traders to travellers, with the exception of Article 17.

Or. en

Justification

The scope of this directive should be restricted to package travel, otherwise the line between what is included and what is not becomes too unclear.

Amendment 148
Sergio Gaetano Cofferati

Proposal for a directive
Article 2 – paragraph 1
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 149
Bernadette Vergnaud

Proposal for a directive
Article 2 – paragraph 1 – subparagraph 1 (new)

Text proposed by the Commission

Member States may require not only traders, as defined in Article 3(7), but also any not-for-profit organisation that plans and/or sells packages, including on an occasional basis, to meet the obligations laid down in this Directive, with the exception of Article 17.

Justification

It needs to be stipulated that not-for-profit associations and organisations do not fall outside the Directive’s scope, so as to ensure in particular that they take out financial cover and can guarantee reimbursement or repatriation for their members.

Amendment 150
Emma McClarkin

Proposal for a directive
Article 2 – paragraph 1 a (new)
Text proposed by the Commission

1a. Unless specified otherwise in the respective provisions in this Directive, Member States may adopt or maintain in force, more stringent provisions in the fields covered by this Directive, to ensure a higher level of consumer protection.

Or. en

Amendment 151
Anna Hedh

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

Text proposed by the Commission

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

deleted

Or. sv

Amendment 152
Sergio Gaetano Cofferati

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

Text proposed by the Commission

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

deleted

Or. en
Amendment 153  
Catherine Stihler

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

Text proposed by the Commission  
(a) packages and **assisted** travel arrangements covering a period of less than 24 hours unless overnight accommodation is included;

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

Or. en

Amendment 154  
Matteo Salvini

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

Text proposed by the Commission  
(a) packages **and assisted travel arrangements** covering a period of less than 24 hours unless overnight accommodation is included;

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

Or. en

Amendment 155  
Heide Rühle

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

Text proposed by the Commission  
**(aa) packages and linked travel arrangements without any constitutive transport element**;

Amendment  

Or. en
Amendment 156
Emma McClarkin

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

Text proposed by the Commission

(aa) Packages and combined arrangements that are offered or put together by for example; charitable organisations, non-profit organisations, football clubs and schools.

Amendment

Or. en

Amendment 157
Hans-Peter Mayer

Proposal for a directive
Article 2 – paragraph 2 – point b

Text proposed by the Commission

(b) ancillary contracts covering financial services;

Amendment

(b) ancillary contracts covering travel services provided in addition to the package and booked without the involvement of the travel organiser or ancillary contracts covering financial services;

Or. de

Justification

It would be disproportionate to expose retailers to the risks involved in also playing the role of organiser or provider of a related travel arrangement when they sell a service which is ancillary to the package booked, e.g. a rail ticket to the airport. This would mean that the retailer is not only liable for the additional service booked, but also for the package, even though the organiser is already liable for this.
Amendment 158
Emma McClarkin

Proposal for a directive
Article 2 – paragraph 2 – point c

Text proposed by the Commission
(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;

Amendment
(c) packages and assisted travel arrangements purchased for business travel;

Amendment 159
Heide Rühle

Proposal for a directive
Article 2 – paragraph 2 – point c

Text proposed by the Commission
(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;

Amendment
(c) packages and assisted travel arrangements purchased on the basis of a framework contract for a business travel or by a business on whose behalf the traveller is travelling;

Amendment 160
Ildikó Gáll-Pelcz

Proposal for a directive
Article 2 – paragraph 2 – point c

Text proposed by the Commission
(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

Amendment
(c) packages and assisted travel arrangements purchased by a business on whose behalf the traveller is travelling and a trader;
business travel;

**Justification**

The proposed exclusion would only concern traders specialized in the sale of managed business travel, creating an uneven level playing field among travel agents selling both leisure and business travel services. There is a need for a clearer exclusion of business travel by targeting services that are provided to a legal person, where that person and not the business traveller, is invoiced.

**Amendment 161**

**Matteo Salvini**

**Proposal for a directive**

**Article 2 – paragraph 2 – point c**

<table>
<thead>
<tr>
<th>Text proposed by the Commission</th>
<th>Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>(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;</td>
<td>(c) packages purchased on the basis of a framework contract between the traveller's employer and a trader specialising in the arrangement of business travel;</td>
</tr>
</tbody>
</table>

**Amendment 162**

**Sergio Gaetano Cofferati**

**Proposal for a directive**

**Article 2 – paragraph 2 – point d**

<table>
<thead>
<tr>
<th>Text proposed by the Commission</th>
<th>Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>(d) packages where not more than one travel service as referred to in points (a), (b), and (c) of Article 3(1) is combined with a travel service as referred to in point (d) of Article 3(1) if this service does not account for a significant proportion of the package; or</td>
<td>deleted</td>
</tr>
</tbody>
</table>
Amendment 163
Othmar Karas

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

Text proposed by the Commission

(d) packages where not more than one travel service as referred to in points (a), (b), and (c) of Article 3(1) is combined with a travel service as referred to in point (d) of Article 3(1) if this service does not account for a significant proportion of the package; or

Amendment

(d) packages where not more than one travel service as referred to in points (a), (b), and (c) of Article 3(1) is combined with travel services as referred to in point (d) of Article 3(1) if these services do not account for a significant proportion of the package; or

Justification

This exception should also apply when the travel element is combined with more than one ancillary service, e.g. admission to a spa, bicycle hire and a guided tour, provided these ancillary services do not constitute a significant part of the package.

Amendment 164
Jorgo Chatzimarkakis

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

Text proposed by the Commission

(d) packages where not more than one travel service as referred to in points (a), (b), and (c) of Article 3(1) is combined with a travel service as referred to in point (d) of Article 3(1) if this service does not account for a significant proportion of the package; or

Amendment

(d) packages where not more than one travel service as referred to in points (a), (b), and (c) of Article 3(1) is combined with a travel service as referred to in point (d) of Article 3(1) if this service does not account for up to 40% of the package; or
Amendment 165
Hans-Peter Mayer

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

Text proposed by the Commission

(d) packages where not more than one
tavel service as referred to in points (a),
(b), and (c) of Article 3(1) is combined
with a travel service as referred to in point
(d) of Article 3(1) if this service does not
account for a significant proportion of the
package; or

Amendment

(d) packages where not more than one
tavel service as referred to in points (a),
(b), and (c) of Article 3(1) is combined
with a travel service as referred to in point
(d) of Article 3(1) if the latter service does
not account for a significant proportion of
the package or clearly does not represent
the real reason for the trip; or

Justification

The Directive shall apply insofar as the ancillary service is clearly the main element of the
trip, e.g. a hotel was booked only in order to attend a musical. If, however, the musical is a
side issue and not the main element (the guest stays 5 nights in the city and books tickets for a
musical one evening), then this booking should not be covered by the Directive.

Amendment 166
Emma McClarkin

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

Text proposed by the Commission

(d) packages where not more than one
tavel service as referred to in points (a),
(b), and (c) of Article 3(1) is combined
with a travel service as referred to in point
(d) of Article 3(1) if this service does not
account for a significant proportion of the
package; or

Amendment

(d) packages where not more than one
tavel service as referred to in points (a),
(b), and (c) of Article 3(1) is combined
with a travel service as referred to in point
(d) of Article 3(1) if this service does not
account for a significant proportion of the
package or the ancillary service clearly is
not marketed as the main element of the
trip; or

Or. en
Amendment 167
Hans-Peter Mayer

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

Text proposed by the Commission

Amendment

(ea) Carriage of passengers by bus, rail, water or air which includes accommodation, if the main component is clearly transport and such carriage is not combined with another travel service within the meaning of Article 3(1)(b), (c) or (d).

Or. de

Amendment 168
Jorgo Chatzimarkakis

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

Text proposed by the Commission

Amendment

(ea) Business travel.

Or. en

Amendment 169
Emma McClarkin

Proposal for a directive
Article 2 a (new)

Text proposed by the Commission

Amendment

Article 2a

Member States may choose not to adopt provisions necessary to comply with this Directive in respect of packages or linked travel arrangements where all the travel services are to be delivered within the Member State and when they do not
include the carriage of passengers.

Or. en

Amendment 170
Pablo Arias Echeverría

Proposal for a directive
Article 2 a (new)

Text proposed by the Commission

Amendment

Article 2a

Level of harmonisation

1. This Directive shall not preclude Member States from maintaining or introducing more stringent provisions in order to protect consumers, provided that such provisions are consistent with their obligations under European Union law and with the laws of the Member States.


Or. es

Justification

Amendment aimed at clarifying the level of harmonisation involved, and reflecting recital 24 of the proposal for a directive.

Amendment 171
Emma McClarkin
Proposal for a directive
Article 3 – 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 carriage of passengers and at least one different type of travel service for the purpose of the same trip or holiday, if:

Or. en

Amendment 172
Jorgo Chatzimarkakis

Proposal for a directive
Article 3 – 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 (of which one must include the carriage of passengers) for the purpose of the same trip or holiday, if:

Or. en

Amendment 173
Catherine Stihler

Proposal for a directive
Article 3 – 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 where all the services have been selected by the traveller before the traveller has agreed to pay,

Or. en
Justification

This helps to clarify and distinguish this process from linked/assisted travel arrangement. This also reflects what is in recital 10.

Amendment 174
Emma McClarkin

Proposal for a directive
Article 3 – 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 and all the services have been selected by the traveller before the traveller has agreed to pay the total price.

Or. en

Amendment 175
Jorgo Chatzimarkakis

Proposal for a directive
Article 3 – 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

deleted

Or. en

Justification

Booking travel plans from a single point of sale with the same booking process would not necessarily constitute a package deal. In such a case, the definition should be restricted to a travel purchase which features an inclusive total price.

Amendment 176
Anna Hedh

Proposal for a directive
Article 3 – 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, or

Or. sv

Amendment 177
Sergio Gaetano Cofferati

Proposal for a directive
Article 3 – 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,

Or. en

Amendment 178
Anna Hedh

Proposal for a directive
Article 3 – point 2 – point b – point ii

Text proposed by the Commission

(ii) offered or charged at an inclusive or total price,

Amendment

(ii) offered or charged at an inclusive or total price, or

Or. sv

Amendment 179
Anna Hedh

Proposal for a directive
Article 3 – point 2 – point b – point iii
Text proposed by the Commission

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

Amendment

Or. sv

Amendment 180
Jorgo Chatzimarkakis

Proposal for a directive
Article 3 – point 2 – point b – point iv

Text proposed by the Commission

(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

deleted

Or. en

Amendment 181
Heide Rühle

Proposal for a directive
Article 3 – 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

deleted

Or. en

Amendment 182
Matteo Salvini
Proposal for a directive
Article 3 – 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
deleted

Justification
The first four criterions for definition of a package within Article 3.2.b correspond to what consumers and travel service providers alike would reasonably consider to be a package. This is not the case with linked online booking processes, where two services, which are only interrelated through web links, are purchased separately on different websites and from different providers.

Amendment 183
Jorgo Chatzimarkakis

Proposal for a directive
Article 3 – 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
deleted

Justification
Purchases through separate traders and merely linked through online booking processes deviate from the concept of package travel, especially as there is probably not an inclusive price involved.
Amendment 184
Sergio Gaetano Cofferati

Proposal for a directive
Article 3 – 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 separate traders through linked online booking processes where the traveller's name or *other reservation data* needed to conclude booking transactions are transferred between the traders at the latest when the booking of the first service is confirmed;

Or. en

Amendment 185
Philippe Juvin

Proposal for a directive
Article 3 – 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 separate traders through linked online booking processes where *both the* traveller's *personal data* needed to conclude a booking transaction (*including the traveller's name, contact details, and credit card number*), and data related specifically to the first travel service (*including travel destination and travel period*) are transferred between the traders at the latest when the booking of the first service is confirmed *by e-mail*;

Or. en

*Justification*

Clarification of the kind of information exchanged (*"particulars"*), especially in order to distinguish clearly a package travel as defined in article 3.2(v), from an assisted travel arrangement as defined in article 3.5(b), as situations sound similar. In addition, the proper time of the confirmation must be clarified (reception of the confirmation email) in order to
ensure legal certainty (the definition of the time period has an impact on what is to be considered as a package travel or not).

Amendment 186
Emma McClarkin

Proposal for a directive
Article 3 – 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 separate traders through linked online booking processes where the traveller's name or data needed to conclude a booking transaction are transferred between the traders commencing at the latest when the booking of the first service is confirmed and where all contracts are concluded within one day of that confirmation;

Or. en

Amendment 187
Anna Hedh

Proposal for a directive
Article 3 – 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 separate traders through linked online or offline 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.

Or. sv

Amendment 188
Catherine Stihler
Proposal for a directive
Article 3 – 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 separate traders through linked online booking processes where the traveller's name or 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

Amendment 189
Ivo Belet

Proposal for a directive
Article 3 – point 3 – 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) simultaneously 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;

Or. nl

Amendment 190
Matteo Salvini

Proposal for a directive
Article 3 – point 5

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

Amendment

deleted

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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:

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

(b) through the procurement of additional travel services from another trader in a targeted manner through linked online booking processes at the latest when the booking of the first service is confirmed;

Justification

The scope of the Package Travel Directive should be limited to combinations of travel services which constitute a package. The introduction of the new concept of ‘assisted travel arrangement’ in this Directive is therefore not justified, and could have detrimental effects on consumers and businesses. Moreover, the lack of certainty about the practical difference between the concepts of ‘package’ and ‘travel assisted arrangement’ will create further confusion amongst consumers.

Amendment 191
Emma McClarkin

Proposal for a directive
Article 3 – 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) ‘linked travel arrangement’ means a combination of carriage of passengers and at least one different type of travel service 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:
Justification

Horizontal amendment. "Linked Travel Arrangement” more clearly describes the nature of the business model and will avoid misunderstandings that could arise with the present term.

Amendment 192
Ivo Belet

Proposal for a directive
Article 3 – point 6 – introductory part

Text proposed by the Commission

(6) '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

(6) ‘geassisteerd reisarrangement”: ‘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 after the conclusion of the first contract with the trader concerning a travel service, if the trader or a retailer facilitates the combination:

Or. nl

Amendment 193
Emma McClarkin

Proposal for a directive
Article 3 – 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) on the basis of separate bookings where the traveller individually selects and individually pays for the services; or

Or. en
Amendment 194
Heide Rühle

Proposal for a directive
Article 3 – point 5 – point b

Text proposed by the Commission
(b) through the procurement of additional travel services from another trader in a targeted manner through linked online booking processes at the latest when the booking of the first service is confirmed;

Amendment
(b) through linked online booking processes where the traveller's name or another form of identification of the traveller is transferred between the traders at the latest when the booking of the first service is confirmed;

Or. en

Amendment 195
Philippe Juvin

Proposal for a directive
Article 3 – point 5 – point b

Text proposed by the Commission
(b) through the procurement of additional travel services from another trader in a targeted manner through linked online booking processes at the latest when the booking of the first service is confirmed;

Amendment
(b) through the procurement of additional travel services from another trader through linked online booking processes in a targeted manner implying a transfer between the traders of data related specifically to the first travel service only (including travel destination and travel period), without a transfer of the traveller's personal data, at the latest when the booking of the first service is confirmed by email;

Or. en

Justification
Clarification of the kind of information exchanged (distinction between a package travel as defined in article 3.2(v), and an ATA as defined in article 3.5(b)). A mere link on a website cannot constitute an ATA (need for a minimum transfer of information between traders related to the booking only - destination and travel period). The proper time of the confirmation must be clarified (reception of the confirmation email) in order to ensure legal
certainty (the definition of the time period has an impact on what is to be considered as package travel or not).

Amendment 196
Emma McClarkin

Proposal for a directive
Article 3 – point 5 – point b

Text proposed by the Commission
(b) through the procurement of additional travel services from another trader in a targeted manner through linked online booking processes at the latest when the booking of the first service is confirmed;

Amendment
(b) through the procurement of additional travel services offered by another trader in a targeted manner through linked online booking processes commencing at the latest when the booking of the first service is confirmed and concluded not more than one day after that confirmation;

Or. en

Amendment 197
Sergio Gaetano Cofferati

Proposal for a directive
Article 3 – point 5 – point b

Text proposed by the Commission
(b) through the procurement of additional travel services from another trader in a targeted manner through linked online booking processes at the latest when the booking of the first service is confirmed;

Amendment
(b) through the procurement of additional travel services from another trader in a targeted manner through linked online booking processes;

Or. en

Amendment 198
Bernadette Vergnaud

Proposal for a directive
Article 3 – point 6
Text proposed by the Commission

(6) ‘traveller’ means any person who is seeking to conclude or is entitled to travel on the basis of a contract concluded within the scope of this Directive, including *business travellers insofar as they do not travel* on the basis of a framework contract with a trader specialising in the arrangement of business travel;

Amendment

(6) ‘consumer’ means any person who is seeking to conclude or is entitled to travel on the basis of a contract concluded within the scope of this Directive, including for professional (‘business travel’) purposes, *provided that the journey is not made* on the basis of a framework contract with a trader specialising in the arrangement of business travel;

Or. fr

Justification

The definition of a ‘consumer’, as in Directive 90/314/EC, should be reinstated because the definition of a ‘traveller’ could prove problematic, particularly where the person who makes the journey is not the purchaser.

Amendment 199
Bernadette Vergnaud

Proposal for a directive
Article 3 – point 6 a (new)

Text proposed by the Commission

(6a) ‘traveller’ means any person who is entitled to travel on the basis of a contract concluded within the scope of this Directive, including for professional purposes, whether or not he/she is the consumer who concluded the contract;

Amendment

(6a) ‘traveller’ means any person who is entitled to travel on the basis of a contract concluded within the scope of this Directive, including for professional purposes, whether or not he/she is the consumer who concluded the contract;

Or. fr

Justification

The definition of a ‘consumer’, as in Directive 90/314/EC, having been reintroduced, the definition of a ‘traveller’ – which could prove problematic, particularly where the person who makes the journey is not the purchaser – needs to be amended accordingly.
Proposal for a directive
Article 3 – point 7

Text proposed by the Commission
(7) ‘trader’ means any person, who is acting for purposes relating to his trade, business, craft or profession;

Amendment
(7) ‘trader’ means any person, who sells or offers for sale travel services or facilitates the procurement of travel services whether it is in their own name or as an intermediary;

Justification
This is to ensure that all trading models are taken into account and prevent loop holes.
Amendment 202
Othmar Karas

Proposal for a directive
Article 3 – point 8

Text proposed by the Commission

(8) 'organiser' means a trader who combines and sells or offers for sale packages, either directly or through another trader or together with another trader; where more than one trader meets any of the criteria referred to in point (b) of paragraph 2, all of those traders are considered as organisers, unless one of them is designated as organiser and the traveller is informed accordingly;

Amendment

(8) The 'organiser' is defined as a trader or other person who combines and sells/ offers for sale packages, either directly or through/together with another trader. Where more than one trader meets any of the criteria referred to in point (b) of paragraph 2, all of those traders are considered as organisers, unless one of them is designated as organiser and the traveller is informed accordingly;

Justification

The directive should cover not just traders but also individuals who only occasionally sell package tours, so as to ensure that non-commercial providers are also included. Consumer protection should not be impaired by the exclusion of ‘unofficial’ service providers.

Amendment 203
Matteo Salvini

Proposal for a directive
Article 3 – point 9 – introductory part

Text proposed by the Commission

(9) ‘retailer’ means a trader other than the organiser who:

Amendment

(9) ‘retailer’ means a trader other than the organiser who sells or offers for sale packages;

Justification

The scope of the Package Travel Directive should be limited to combinations of travel services which constitute a package. The introduction of the new concept of ‘assisted travel arrangement’ in this Directive could have detrimental effects on consumers and businesses,
by creating legal uncertainty and confusion amongst both consumers and travel service providers.

Amendment 204
Matteo Salvini

Proposal for a directive
Article 3 – point 9 – point a

Text proposed by the Commission  
Amendment

(a) sells or offers for sale packages or deleted

Or. en

Amendment 205
Matteo Salvini

Proposal for a directive
Article 3 – point 9 – point b

Text proposed by the Commission  
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;

Or. en

Amendment 206
Jorgo Chatzimarkakis

Proposal for a directive
Article 3 – point 9 – point b

Text proposed by the Commission  
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;

Or. en
Justification

If separate contracts from separate providers are made with separate prices, it is unclear how this would constitute package travel or necessitate the same degree of regulation.

Amendment 207
Emma McClarkin

Proposal for a directive
Article 3 – point 11

Text proposed by the Commission

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

Amendment

(11) ‘unavoidable and extraordinary circumstances’ means unforeseeable circumstances beyond the control of the trader the consequences of which could not have been avoided even if all reasonable measures had been taken;

Amendment 208
Matteo Salvini

Proposal for a directive
Article 3 – point 11

Text proposed by the Commission

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

Amendment

(11) ‘Unavoidable and extraordinary circumstances’ means unusual and unforeseeable circumstances beyond the control of the party by whom it is pleaded, the consequences of which could not have been avoided even if all due care had been exercised;

Amendment 209
Philippe Juvin
Proposal for a directive
Article 3 – point 11

Text proposed by the Commission

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

Amendment

(Does not affect the English version)

Or. fr

Justification

(Does not affect the English version)

Amendment 210
Ildikó Gáll-Pelcz

Proposal for a directive
Article 3 – point 11

Text proposed by the Commission

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

Amendment

(11) ‘unavoidable and extraordinary circumstances’ means a situation beyond the control of the trader or the traveller the consequences of which could not have been avoided even if all reasonable measures had been taken;

Or. en

Amendment 211
Matteo Salvini

Proposal for a directive
Article 3 – point 12

Text proposed by the Commission

(12) ‘lack of conformity’ means lack of

Amendment

(12) ‘Improper performance’ means
and improper performance of the travel services included in a package.

failure to perform or not performing the travel services in accordance with the contract'

Or. en

Justification

‘Lack of conformity’ in the European Commission’s proposal replaces the concept of ‘proper and improper performance’, which are terms of art in the Member States since the 1990s. There is also case law in existence in the Member States as to their meaning and effect. The use of ‘improper performance’ as defined and used in Directive 90/314/1990 is consequently to be retained.

Amendment 212
Ildikó Gáll-Pelcz

Proposal for a directive
Article 3 – point 12

Text proposed by the Commission
(12) ‘lack of conformity’ means lack of and improper performance of the travel services included in a package.

Amendment
(12) ‘lack of conformity’ means lack of or improper performance of the travel services included in a package.

Or. en

Amendment 213
Emma McClarkin

Proposal for a directive
Article 3 – point 12 a (new)

Text proposed by the Commission
(12a) "data needed to conclude a booking transaction" means: credit card details or other information necessary to obtain a payment.

Amendment
(12a) "data needed to conclude a booking transaction" means: credit card details or other information necessary to obtain a payment.

Or. en
Amendment 214
Cornelis de Jong

Proposal for a directive
Article 3 a (new)

Text proposed by the Commission

Amendment

Article 3a

Level of Harmonisation

Member States may maintain or introduce, in their national law, more stringent provisions than those laid down in this Directive in order to ensure a higher level of consumer protection.

Or. en

Amendment 215
Hans-Peter Mayer

Proposal for a directive
Article 4 – paragraph 1 – introductory part

Text proposed by the Commission

1. Member States shall ensure that, before the traveller is bound by any package travel contract or any corresponding offer, the organiser and, where the package is sold through a retailer, also the retailer shall provide the traveller with the following information where applicable to the package:

Amendment

1. Member States shall ensure that, before the traveller is bound by any package travel contract or any corresponding offer, the organiser shall provide the traveller with the following information where applicable to the package:

Or. de

Justification

The organiser is required to provide information, whereas all that may be required of the retailer is to pass on this information. However, the retailer can only be held liable if he makes a mistake in passing on the information. See amendment creating a new Article 4(1a) and amendment to Article 19. If both were required to provide information, it would be unclear who was liable if differing information was accidentally provided.
Amendment 216
Ildikó Gáll-Pelcz

Proposal for a directive
Article 4 – paragraph 1 – point a – point ii

Text proposed by the Commission

(ii) the means, characteristics and categories of transport, the points, dates and time of departure and return or, where the exact time is not yet determined, the approximate time of departure and return, the duration and places of intermediate stops and transport connections;

Amendment

(ii) an indication of the characteristics and categories of the means of passenger transport to be used in the course of implementing the travel package (e.g. luggage transport, seat reservation), in particular the means of transport to be used for departure and return (scheduled or charter flights), expected places and dates/times of departure and return (part of day as a minimum requirement), and place and duration of individual parts of stay;

Or. en

Justification

Expanding and tightening Article 4(1)(a)(ii) is suggested, as the means of transport used for departure and return, and the places and times of departure and arrival, are particularly important for travellers.

Amendment 217
Hans-Peter Mayer

Proposal for a directive
Article 4 – paragraph 1 – point a – point ii

Text proposed by the Commission

ii) the means, characteristics and categories of transport, the points, dates and time of departure and return or, where the exact time is not yet determined, the approximate time of departure and return, the duration and places of intermediate stops and transport connections;

Amendment

ii) the means, characteristics and categories of transport, the points, dates and time of departure and return or, where the exact time is not yet determined, the approximate time of departure and return, which must not diverge by more than three hours from the actual time of departure or return, the duration and places of intermediate stops and transport...
connections;

Justification

This three-hour limit is in line with Regulation 261/2004.

Amendment 218
Pablo Arias Echeverría

Proposal for a directive
Article 4 – paragraph 1 – point a – point iii

Text proposed by the Commission

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

Amendment

iii) the location and main features of the accommodation awarded to it by the body with competence for the place in which the accommodation is located;

Justification

Complaints and claims are frequently made by consumers that the advertised tourist category of the accommodation they are offered is not the same as the tourist category awarded by the body with competence for the place in which that accommodation is located. It would be better if only the official tourist category were used, rather than a category chosen by the organiser and based on its criteria.

Amendment 219
Sergio Gaetano Cofferati

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

Text proposed by the Commission

(va) whether any of the travel services will be provided to the traveller as a part of a group and, if this is the case, how many people are foreseen to participate;
Amendment 220
Monika Hohlmeier

Proposal for a directive
Article 4 – paragraph 1 – point c

Text proposed by the Commission

(c) the total price of the package 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;

Amendment

(c) the total price of the package 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; the total price must be presented in the form of a detailed invoice setting out all the costs of the travel service in a transparent manner, in particular the costs of booking alteration, cancellation or other changes to travel services; this invoice must be available to the traveller no later than the time of departure;

Or. de

Amendment 221
Monika Hohlmeier

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

Text proposed by the Commission

(ca) the travel class booked, including any subclass, in a transparent and clearly recognisable form, together with its availability, cost and conditions in the event of booking alteration, cancellation or other changes;

Amendment

(ca) the travel class booked, including any subclass, in a transparent and clearly recognisable form, together with its availability, cost and conditions in the event of booking alteration, cancellation or other changes;

Or. de
Amendment 222
Monika Hohlmeier
Proposal for a directive
Article 4 – paragraph 1 – point c b (new)

Text proposed by the Commission

Amendment

(cb) the available quotas in a given travel class including any costs payable in the event of a change to a different class or subclass;

Or. de

Amendment 223
Jorgo Chatzimarkakis
Proposal for a directive
Article 4 – paragraph 1 – point e

Text proposed by the Commission

Amendment

(e) the minimum number of persons required for the package to take place and a time-limit of at least 20 days before the start of the package for the possible cancellation if that number is not reached;

(e) the minimum number of persons required for the package to take place and a reasonable time-limit before the start of the package for the possible cancellation if that number is not reached;

Or. en

Justification

It is unreasonable to expect to have reached the minimum number for a certain package 20 days in advance. The amount of time required should be left up to the organisers but it should be clearly communicated to the consumer.

Amendment 224
Sergio Gaetano Cofferati
Proposal for a directive
Article 4 – paragraph 1 – point e
(e) the minimum number of persons required for the package to take place and a time-limit of at least 20 days before the start of the package for the possible cancellation if that number is not reached;

Amendment
(e) the minimum number of persons required for the package to take place and a time-limit of at least 30 days before the start of the package for the possible cancellation if that number is not reached;

Or. en

Amendment 225
Ivo Belet
Proposal for a directive
Article 4 – paragraph 1 – point e

Text proposed by the Commission
(e) the minimum number of persons required for the package to take place and a time-limit of at least 20 days before the start of the package for the possible cancellation if that number is not reached;

Amendment
(e) the minimum number of persons required for the package to take place and a time-limit of at least 14 days before the start of the package for the possible cancellation if that number is not reached;

Or. nl

Justification

This value should be tailored to the provisions on airline cancellations in the amendment of Regulation (EC) No 261/2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights and Regulation (EC) No 2027/97 on air carrier liability in respect of the carriage of passengers and their baggage by air.

Amendment 226
Emma McClarkin
Proposal for a directive
Article 4 – paragraph 1 – point f a (new)

Text proposed by the Commission

(fa) information on the optional inclusion

Amendment

(fa) information on the optional inclusion
of an insurance policy to cover the cost of the cancellation by the consumer or the cost of repatriation in the event of accident or illness.

Or. en

Amendment 227
Catherine Stihler

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

Text proposed by the Commission
Amendment

(ga) the conditions for the termination of the contract by the traveller or the organiser before the start of the package;

Or. en

Amendment 228
Sergio Gaetano Cofferati

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

Text proposed by the Commission
Amendment

(ga) information that the traveller may terminate the contract at any time before the start of the package and on the applicable reasonable standardised termination fee, if any in accordance with Article 10 (1).

Or. en

Amendment 229
Pablo Arias Echeverría, Luis de Grandes Pascual, Rosa Estaràs Ferragut
Proposal for a directive
Article 4 – paragraph 1 – point g a (new)

Text proposed by the Commission

Amendment
ga) the possibility of cancelling the contract, the deadlines for this and, where applicable, the penalty set for doing so.

Or. es

Amendment 230
Sergio Gaetano Cofferati

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

Text proposed by the Commission

Amendment

(gb) where appropriate, information regarding risks arising from warfare and natural disasters;

Or. en

Amendment 231
Pablo Arias Echeverría, Luis de Grandes Pascual, Rosa Estaràs Ferragut

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

Text proposed by the Commission

Amendment

gb) the possibility of transferring the package travel contract to another traveller, and possible limitations on, and consequences of, that transfer.

Or. es

Amendment 232
Sergio Gaetano Cofferati
Proposal for a directive
Article 4 – paragraph 1 – point g c (new)

Text proposed by the Commission

Amendment
(gc) where appropriate, information on the insolvency protection and liability insurance of the organiser.

Or. en

Amendment 233
Pablo Arias Echeverría, Luis de Grandes Pascual, Rosa Estaràs Ferragut

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

Text proposed by the Commission

Amendment

gc) where applicable, the possibility of having recourse to an out-of-court complaint and redress mechanism to which the operator is subject and the methods for having access to this.

Or. es

Justification

It is proposed that these three new points be included in Article 4(1) to enable the consumer to properly assess and compare the various offers available on the market; this will also serve to foster greater competition between travel companies.

Amendment 234
Sergio Gaetano Cofferati

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

Text proposed by the Commission

Amendment

(gd) information on in house complaint handling procedure and on available
alternative dispute resolution mechanisms pursuant to Directive 2013/11/EU and online dispute resolution mechanisms pursuant to Regulation (EU) No 524/2013, and on whether the trader adhere to a specific ADR scheme or not.

Or. en

Amendment 235
Hans-Peter Mayer

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

Text proposed by the Commission

1a. Where a package holiday is sold via a retailer, the retailer shall pass on to the traveller the information referred to in paragraph 1 in full and without delay.

Amendment

Or. de

Justification

The consequences of failure to provide information, or provision of incomplete information, are set out in Article 19.

Amendment 236
Hans-Peter Mayer

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

Text proposed by the Commission

1b. Where a travel contract is concluded by electronic means, the organiser shall make the traveller aware in a clear and prominent manner, and directly before the traveller places his order, of the information provided for in Article 4(1) (a), (i), (ii), (iii), (iv), (v), (c), and (d). Article

Amendment
8(2), second subparagraph, of Directive 2011/83/EU shall apply accordingly.

Justification

Pre-contractual information for the traveller is particularly important where trips are booked online. When booking online the traveller often has no contact person, and has to find the information relevant to his trip on the website himself. Concrete criteria on the way in which such information is to be provided make it easier to enforce the information requirements. This provision is based on Article 8(2) of Directive 2011/83/EU.

Amendment 237
Hans-Peter Mayer

Proposal for a directive
Article 4 – paragraph 2

Text proposed by the Commission

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

Amendment

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

Justification

The wording used in [Recital 34 of] the Consumer Rights Directive is ‘clear and comprehensible’. (The remainder of the amendment concerns the rendering of ‘prominent’ in German and therefore does not affect the English version.)

Amendment 238
Sergio Gaetano Cofferati

Proposal for a directive
Article 4 – paragraph 2

Text proposed by the Commission

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

Amendment

2. The information referred to in paragraph 1 shall be provided on a durable medium and in a clear and prominent manner.
Amendment 239
Pablo Arias Echeverría, Rosa Estaràs Ferragut

Proposal for a directive
Article 4 – paragraph 2

Text proposed by the Commission

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

Amendment

2. The information referred to in paragraph 1 shall be provided in clear and intelligible form.

Or. es

Justification

Seeks to achieve the necessary consistency with the Directive on Consumer Rights as regards the form in which pre-contractual information is provided.

Amendment 240
Catherine Stihler

Proposal for a directive
Article 4 – paragraph 2

Text proposed by the Commission

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

Amendment

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

Or. en

Amendment 241
Hans-Peter Mayer

Proposal for a directive
Article 4 – paragraph 2 a (new)

Text proposed by the Commission

2a. As regards compliance with the information requirements laid down in this Chapter, the burden of proof shall be

Amendment


on the trader. 

Justification

Since disagreements on compliance with the information requirements may arise between the organiser and the consumer after the conclusion of the contract, the directive should expressly stipulate that in such cases the trader bears the burden of proof regarding compliance with the information requirements to which he is subject under Chapter II. A provision to this effect appears in Article 6(9) of Directive 2011/83/EU on Consumer Rights.

Amendment 242
Hans-Peter Mayer

Proposal for a directive
Article 5 – paragraph 1

Text proposed by the Commission

1. Member States shall ensure that 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 communicates any changes to the traveller in a clear and prominent manner before the conclusion of the contract.

Amendment

1. The information made known to the traveller pursuant to points (a), (c), (d), (e) and (g) of Article 4 shall form an integral part of the package travel contract and shall not be altered unless the contracting parties expressly agree otherwise.

Justification

The wording of the proposal for a directive, to the effect that information once given may not be altered, is open to misinterpretation. Furthermore, the wording of the proposal as it stands could be taken to mean that the organiser is already contractually bound by virtue of providing pre-contractual information. The amendment takes over for package travel the solution adopted in the Consumer Rights Directive, which also contributes to greater coherence in EU consumer rights law.

Amendment 243
Sergio Gaetano Cofferati

Proposal for a directive
Article 5 – paragraph 1
Text proposed by the Commission

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

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) (g) and (ga) of Article 4, unless the organiser reserves the right to
make changes to that information and
communicates any changes to the traveller
in a clear and prominent manner before the
conclusion of the contract.

Or. en

Amendment 244
Pablo Arias Echeverría, Rosa Estaràs Ferragut
Proposal for a directive
Article 5 – paragraph 1

Text proposed by the Commission

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

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

Or. es

Amendment 245
Ildikó Gáll-Pelcz
Proposal for a directive
Article 5 – paragraph 2

Text proposed by the Commission

2. If the information on additional charges,

Amendment

2. If the information on additional charges,

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fees or other costs referred to in point (c) of Article 4 is not provided prior to the conclusion of the contract, the traveller shall not bear those fees, charges or other costs. However, if the travel organiser draws attention to this and informs the traveller accordingly, the traveller should be obliged to bear the costs.

Amendment 246
Hans-Peter Mayer, Andreas Schwab
Proposal for a directive
Article 5 – paragraph 3

Text proposed by the Commission
3. At or immediately after the conclusion of the contract, the organiser shall provide the traveller with a copy of the contract or a confirmation of the contract on a durable medium.

Amendment
3. At or without delay after the conclusion of the contract, the organiser shall provide the traveller with a copy of the contract or a confirmation of the contract on a durable medium.

Justification
It will not always be possible to provide confirmation at the time of the conclusion of the contract or immediately thereafter.

Amendment 247
Emma McClarkin
Proposal for a directive
Article 5 – paragraph 3

Text proposed by the Commission
3. At or immediately after the conclusion of the contract, the organiser shall provide the traveller with a copy of the contract or

Amendment
3. At or as soon as feasible after the conclusion of the contract, the organiser shall provide the traveller with a copy of
a confirmation of the contract on a durable medium.

the contract or a confirmation of the contract on a durable medium.

Or. en

Justification

For bookings made by telephone, post, or other non-face to face or online processes, it is not always possible to provide any confirmation immediately.

Amendment 248
Jorgo Chatzimarkakis

Proposal for a directive
Article 5 – paragraph 3

Text proposed by the Commission Amendment

3. At or immediately after the conclusion of the contract, the organiser shall provide the traveller with a copy of the contract or a confirmation of the contract on a durable medium.

3. At or immediately after the conclusion of the contract, the organiser shall provide the traveller with a copy of the contract or a confirmation of the contract.

Or. en

Justification

As many services and transactions now take place online, it should not be necessary to provide the contract on a durable medium but rather online and in a printer-friendly version.

Amendment 249
Catherine Stihler

Proposal for a directive
Article 5 – paragraph 3 a(new)

Text proposed by the Commission Amendment

3a. The pre-contractual information provided to the traveller shall be binding on the organiser and shall constitute a part of the contract.

Or. en
Amendment 250
Catherine Stihler

Proposal for a directive
Article 6 – paragraph 1

**Text proposed by the Commission**

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.

**Amendment**

1. Member States shall ensure that package travel contracts are in plain, **accessible** and intelligible language and, in so far as they are in writing, legible.

Or. en

Amendment 251
Pablo Arias Echeverría, Rosa Estaràs Ferragut

Proposal for a directive
Article 6 – paragraph 1

**Text proposed by the Commission**

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.

**Amendment**

1. **Linguistic amendment not affecting the English version.**

Or. es

Amendment 252
Hans-Peter Mayer

Proposal for a directive
Article 6 – paragraph 2 – introductory part

**Text proposed by the Commission**

2. The contract or the confirmation of the contract shall include **all** the information referred to in Article 4. It shall include the following additional information:

**Amendment**

2. The **text of the** contract or the confirmation of the contract shall **set out the full content of the contract and in particular** the information **pursuant to**
Article 4 which has become an integral part of the contract. The text of the contract or confirmation of the contract shall also include the following additional information:

**Justification**

The amendment seeks to clarify the wording of the Commission proposal which states that information is included in the contract if it is merely ‘referred to in Article 4’. However, the contract can only contain information which has actually been provided. The amendment achieves this clarification by referring to information ‘which has become an integral part of the contract’, in line with the above amendment to Article 5(1).

**Amendment 253**

Jorgo Chatzimarkakis

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

<table>
<thead>
<tr>
<th>Text proposed by the Commission</th>
<th>Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) special requirements of the traveller which the organiser has accepted;</td>
<td>(a) where possible, special requirements of the traveller which the organiser has accepted;</td>
</tr>
</tbody>
</table>

**Justification**

There ought to be flexibility for special requirements of the traveller; however, it is not always possible for the organiser to accommodate all imaginable requirements and therefore should not be required to do so automatically.

**Amendment 254**

Philippe Juvin

Proposal for a directive
Article 6 – paragraph 2 – point b – introductory part

<table>
<thead>
<tr>
<th>Text proposed by the Commission</th>
<th>Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>(b) information that the organiser is:</td>
<td>(b) information that the organiser and/or the retailer is:</td>
</tr>
</tbody>
</table>

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**Justification**

The current EC proposal questions the possibility left to Member States by the 1990 Directive to define who is liable (organiser/retailer) in case of a package. There is no objective reason justifying this change, which is not adapted to certain Member States' fragmented market structures with a large number of very small businesses. Besides, liability is a major selling point for retailers, even more in a context of economic crisis and increasing competition from online traders, and creates a close relationship with the consumer. It furthermore simplifies procedures for the consumer, faced with a single representative.

**Amendment 255**

**Philippe Juvin**

Proposal for a directive

**Article 6 – paragraph 2 – point b – point ii**

Text proposed by the Commission

(ii) obliged to provide assistance if the traveller is in difficulty in accordance with Article 14;

Amendment

deleted

Or. en

**Justification**

This paragraph was not deleted but moved to point (ba) as a consequence of the amendment tabled by Philippe Juvin to point (b). Indeed, the provision of assistance (article 14) concerns only the organiser and not the retailer. However, the liability for the performance of the package (article 11) and insolvency protection (articles 15 and 16) apply to both the organiser and/or the retailer (for packages) and to the retailer for assisted travel arrangements.

**Amendment 256**

**Philippe Juvin**

Proposal for a directive

**Article 6 – paragraph 2 – point b a (new)**

Text proposed by the Commission

(ba) information that the organiser is obliged to provide assistance if the

Amendment


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traveller is in difficulty in accordance with Article 14;

Justification

This paragraph was moved from point (b) (ii) as a consequence of the amendment tabled by Philippe Juvin to point (b). Indeed, the provision of assistance (article 14) concerns only the organiser and not the retailer. However, the liability for the performance of the package (article 11) and insolvency protection (articles 15 and 16) apply to both the organiser and/or the retailer (for packages) and to the retailer for assisted travel arrangements.

Amendment 257
Ivo Belet
Proposal for a directive
Article 6 – paragraph 2 – point c

Text proposed by the Commission  Amendment

(c) the details of a contact point where the traveller can complain about any lack of conformity which he perceives on the spot;  deleted

Or. nl

Amendment 258
Ivo Belet
Proposal for a directive
Article 6 – paragraph 2 – point d

Text proposed by the Commission  Amendment

(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  deleted
Amendment 259
Sergio Gaetano Cofferati

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

Text proposed by the Commission

(e) information that the traveller may
terminate the contract at any time before
the start of the package against payment
of an appropriate compensation or a
reasonable standardised termination fee if
such fees are specified in accordance with
Article 10 (1);

Amendment

deleted

Or. en

Amendment 260
Jorgo Chatzimarkakis

Proposal for a directive
Article 6 – paragraph 2 – point g a (new)

Text proposed by the Commission

(ga) the name and contact details of any
carrier to whom the traveller should
address any claim for compensation
under Article 12(4);

Amendment

Or. en

Amendment 261
Hans-Peter Mayer

Proposal for a directive
Article 6 – paragraph 3
Text proposed by the Commission

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

Amendment

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

Or. de

Justification

The wording 'clear and comprehensible' is taken from the Consumer Rights Directive. (The remainder of the amendment concerns the rendering of 'prominent' in German and therefore does not affect the English version.)

Amendment 262

Ivo Belet

Proposal for a directive

Article 6 – paragraph 4

Text proposed by the Commission

4. In good time before the start of the package, the organiser shall provide the traveller with the necessary receipts, vouchers or tickets, including information on the precise times of departure, intermediate stops, transport connections and arrival.

Amendment

4. In good time before the start of the package, the organiser shall provide the traveller with the following information:

(a) necessary receipts, vouchers or tickets, including information on the precise times of departure, intermediate stops, transport connections and arrival;

(b) the details of a contact point where the traveller can complain about any lack of conformity which he perceives on the spot;

(c) 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 263
Anna Hedh

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 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.

Amendment 264
Sergio Gaetano Cofferati

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.
Amendment 265
Adam Bielan

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 reasonable notice, *but no later than seven days before departure*, 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. pl

Amendment 266
Matteo Salvini

Proposal for a directive
Article 7 – paragraph 2

**Text proposed by the Commission**

2. The transferor of the contract and the transferee *shall* be jointly and *severally* liable for the payment of the balance due and for any additional fees, charges or other costs arising from the transfer. Those *costs* shall not be unreasonable and in any case shall not exceed the actual cost borne by the organiser.

**Amendment**

2. The transferor of the contract and the transferee *should* be jointly and *severable* liable for the payment of the balance due and for any additional fees, charges or other costs arising from the transfer *including the cancellation costs of third parties*. Those *cost* shall not be unreasonable and in any case shall not exceed the actual cost borne by the organiser.

Or. en

**Justification**

*Travel services with a nominative reservation or tailor made services are often a combination of interdependent services from various suppliers. In the event of a transfer of contract, the transferor and the transferee shall be held liable towards all the suppliers of the service.*
Amendment 267
Sergio Gaetano Cofferati

Proposal for a directive
Article 7 – paragraph 2

Text proposed by the Commission

2. The transferor of the contract and the transferee shall be jointly and severally liable for the payment of the balance due and for any additional fees, charges or other costs arising from the transfer. Those costs shall not be unreasonable and in any case shall not exceed the actual cost borne by the organiser.

Amendment

2. The transferor of the contract and the transferee shall be jointly and severally liable for the payment of the balance due and for any additional fees, charges or other costs, if any, arising from the transfer. The organiser shall inform the transferor and the transferee about the eventual costs of the transfer, which in any case shall not be unreasonable and shall not exceed the actual cost borne by the organiser.

Or. en

Amendment 268
Hans-Peter Mayer

Proposal for a directive
Article 7 – paragraph 2

Text proposed by the Commission

2. The transferor of the contract and the transferee shall be jointly and severally liable for the payment of the balance due and for any additional fees, charges or other costs arising from the transfer. Those costs shall not be unreasonable and in any case shall not exceed the actual cost borne by the organiser.

Amendment

2. The transferor of the contract and the transferee shall be jointly and severally liable for the payment of the balance due and for any additional fees, charges or other costs arising from the transfer. Those additional costs shall not be unreasonable and in any case shall not exceed the actual cost borne by the organiser.

Or. de

Amendment 269
Sergio Gaetano Cofferati
Proposal for a directive
Article 8 – paragraph 1 – introductory part

Text proposed by the Commission

1. Member States shall ensure that prices are not subject to revision, unless the contract expressly reserves the possibility of an increase and obliges the organiser to reduce prices to the same extent as a direct consequence of changes:

Amendment

1. Member States shall ensure that prices are not subject to revision, unless the contract is concluded earlier than three months before its start and expressly reserves the possibility of an increase and obliges the organiser to reduce prices to the same extent as a direct consequence of changes:

Or. en

Amendment 270
Ildikó Gáll-Pelcz

Proposal for a directive
Article 8 – paragraph 1 – point a

Text proposed by the Commission

(a) in the cost of fuel for the carriage of passengers,

Amendment

(a) in the price of passenger transport services resulting from the cost of fuel for the carriage of passengers,

Or. en

Justification

Unless it is undertaking the carriage of passengers itself, the organiser should not reimburse the costs of operators individually but pay them the fees set out in the agreement or schedule of charges, which may vary at different times as a result of fluctuations in fuel prices.

Amendment 271
Ildikó Gáll-Pelcz

Proposal for a directive
Article 8 – paragraph 1 – point b

Text proposed by the Commission

(b) in the level of taxes or fees on the included travel services imposed by third

Amendment

(b) dues, taxes or fees chargeable for certain services, including tourist taxes,
parties not directly involved in the performance of the package, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports, or

Or. en

Amendment 272
Anna Hedh

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 3\% of the price of the package.

Or. sv

Amendment 273
Konstantinos Poupakis

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. Organisers shall be required to provide the relevant information, while travellers shall enjoy the rights set out under Article 9(2).

Or. el

Justification

A 10\% limit would place a disproportionate burden on travellers, particularly in cases where the costs of a particular package are already high and/or a large number of travellers are taking part in it, for example families (given that each family member would be paying 10\%
more).

**Amendment 274**
Sergio Gaetano Cofferati

Proposal for a directive
Article 8 – paragraph 2

*Text proposed by the Commission*

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

*Amendment*

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

Or. en

**Amendment 275**
Małgorzata Handzlik, Róża Gräfin von Thun und Hohenstein

Proposal for a directive
Article 8 – paragraph 3

*Text proposed by the Commission*

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.

*Amendment*

3. The price increase referred to in paragraph 1 shall be valid only if the organiser, without undue delay, notifies the traveller clearly and comprehensibly on a durable medium at the latest 20 days prior to the start of the package:

a) of the price increase with a justification and calculation, and

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

Or. pl
Justification

In the case of a price increase of 10% at most, the traveller should have the right to withdraw without charge. In the case of, for instance, a four-person family trip, a price increase of 10% may prove excessive for that family’s budget. It is to be emphasised that this is a contract between two parties and the consent of the traveller should be required if contractual changes are made in areas as important as price. Furthermore, price is one of the main factors determining the choice of tourist services.

Amendment 276
Anna Hedh

Proposal for a directive
Article 8 – paragraph 3

<table>
<thead>
<tr>
<th>Text proposed by the Commission</th>
<th>Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td>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 40 days prior to the start of the package.</td>
</tr>
</tbody>
</table>

Or. sv

Amendment 277
Sergio Gaetano Cofferati

Proposal for a directive
Article 8 – paragraph 3

<table>
<thead>
<tr>
<th>Text proposed by the Commission</th>
<th>Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td>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.</td>
</tr>
</tbody>
</table>

Or. en
Amendment 278  
Konstantinos Poupakis  
Proposal for a directive  
Article 8 – paragraph 3

**Text proposed by the Commission**

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.

**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 **30** days prior to the start of the package.

Or. el

Amendment 279  
Konstantinos Poupakis  
Proposal for a directive  
Article 8 – paragraph 3 a (new)

**Text proposed by the Commission**

3α. If travellers do not accept the price increase referred to in paragraph 2, they shall be entitled to terminate the contract without penalty on the grounds that the terms thereof have been altered.

**Amendment**

3α. If travellers do not accept the price increase referred to in paragraph 2, they shall be entitled to terminate the contract without penalty on the grounds that the terms thereof have been altered.

Or. el

**Justification**

*Under this amendment, travellers are entitled to terminate the contract without penalty if the price of the package is increased.*

Amendment 280  
Sergio Gaetano Cofferati  
Proposal for a directive  
Article 9 – paragraph 1 – introductory part
1. Member States shall ensure that, before the start of the package, the organiser may not unilaterally change contract terms other than the price, unless:

Amendment 281
Sergio Gaetano Cofferati

Proposal for a directive
Article 9 – paragraph 1 – point a

Or. en

Amendment 282
Catherine Stihler

Proposal for a directive
Article 9 – paragraph 1 – point b

Or. en

Amendment 283
Sergio Gaetano Cofferati

Proposal for a directive
Article 9 – paragraph 1 – point b
(b) the change is insignificant and deleted

Or. en

Amendment 284
Catherine Stihler

Proposal for a directive
Article 9 – paragraph 1 – point c

(c) the organiser informs the traveller in a clear and prominent manner on a durable medium. deleted

Or. en

Amendment 285
Sergio Gaetano Cofferati

Proposal for a directive
Article 9 – paragraph 1 – point c

(c) the organiser informs the traveller in a clear and prominent manner on a durable medium. deleted

Or. en

Amendment 286
Catherine Stihler

Proposal for a directive
Article 9 – paragraph 2 – introductory part
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 manner on a durable medium of:

(a) withdraw from the contract without penalty; or

(b) accept the changes; or

(c) be offered a substitute package

Amendment 287
Sergio Gaetano Cofferati

Proposal for a directive
Article 9 – paragraph 2 – introductory part

Text proposed by the Commission

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 manner on a durable medium of:

Amendment

2. If, before the start of the package, the organiser is constrained to alter 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 manner on a durable medium of the proposed change.

Amendment 288
Jorgo Chatzimarkakis
Proposal for a directive
Article 9 – paragraph 2 – introductory part

Text proposed by the Commission

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 manner on a durable medium of:

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 manner of:

Or. en

Amendment 289
Bernadette Vergnaud

Proposal for a directive
Article 9 – paragraph 2 – introductory part

Text proposed by the Commission

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 manner on a durable medium of:

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 manner on a durable medium and, provided that the consumer has supplied his/her contact details, by any other means of communication of:

Or. fr

Amendment 290
Catherine Stihler
Proposal for a directive
Article 9 – paragraph 2 – point a

Text proposed by the Commission Amendment

(a) the proposed changes and deleted

Or. en

Amendment 291
Sergio Gaetano Cofferati

Proposal for a directive
Article 9 – paragraph 2 – point a

Text proposed by the Commission Amendment

(a) the proposed changes and deleted

Or. en

Amendment 292
Catherine Stihler

Proposal for a directive
Article 9 – paragraph 2 – point b

Text proposed by the Commission Amendment

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

Or. en

Amendment 293
Sergio Gaetano Cofferati

Proposal for a directive
Article 9 – paragraph 2 – point b
(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.

Or. en

Amendment 294
Bernadette Vergnaud

Proposal for a directive
Article 9 – paragraph 2 – point b

(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.

(b) the fact that the consumer must explicitly accept the proposed change within a specified reasonable time-limit and that otherwise the contract will be terminated.

Or. fr

Justification

Because substantial changes can occur shortly before the start of a trip, without necessarily leaving time for a reasonable termination deadline, the principle of tacit agreement is disproportionate and not in the consumer’s interest.

Amendment 295
Jorgo Chatzimarkakis

Proposal for a directive
Article 9 – paragraph 2 – point b

(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.

(b) where the changes will significantly change the make-up of the package, 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.

Amendment 296
Sergio Gaetano Cofferati

Proposal for a directive
Article 9 – paragraph 2 a (new)

Text proposed by the Commission

2a. The traveller shall be given, within a reasonable timeframe, the right to accept the change, withdraw from the contract without penalties or be offered a substitute package.

Or. en

Amendment 297
Catherine Stihler

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 offer 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 298
Sergio Gaetano Cofferati
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 299
Sergio Gaetano Cofferati

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

Amendment

4. If the contract is terminated following a choice of the traveller pursuant to 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.

Or. en

Amendment 300
Catherine Stihler

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

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.
Amendment 301
Małgorzata Handzlik, Róża Gräfin von Thun und Hohenstein

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 saved by the organiser. At the request of the client, the organiser shall submit a detailed calculation of the compensation amount, including the amount of standardised fees.

Justification

Often so-called standardised contract termination fees do not take account of the real costs borne by the company and may indeed be higher than the real costs. In extreme cases, the company may make a greater profit from withdrawing from the contract than from upholding it.

Amendment 302
Sergio Gaetano Cofferati

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. Payment of an appropriate compensation to the organiser **may be requested. In that case** the contract **shall** 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. **These** standardised termination fees **shall be reasonable and shall not overcome in any case the costs sustained by the organiser which would not be recoverable following the termination.**

Or. en

Amendment 303
Anna Hedh

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 **if he/she experiences** unavoidable and extraordinary circumstances such as illness, accident or death in the family or **if such circumstances occur** at the place of destination or its immediate vicinity and significantly affecting the package.

Or. sv

Amendment 304
Othmar Karas
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 at or on the way to the place of destination or in its immediate vicinity and significantly affecting the package which mean that the organiser has to make significant alterations to essential elements of the package travel contract.

Or. de

Justification

Unavoidable and extraordinary circumstances leading to significant alterations in the travel contract may also occur on the way from the traveller's home to his place of destination.

Amendment 305
Ildikó Gáll-Pelcz

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 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 place of destination.

Or. en
Amendment 306
Pablo Arias Echeverría, Luis de Grandes Pascual, Rosa Estaràs Ferragut

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 at the place of destination or its immediate vicinity, or personal or family circumstances, when these significantly affect the package.

Or. es

Justification

It would seem appropriate to make it clear that personal and family circumstances are a justifiable reason for cancelling a trip.

Amendment 307
Philippe Juvin

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

(Does not affect the English version)

Or. fr

Justification

(Does not affect the English version)
Amendment 308
Konstantinos Poupakis

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

Text proposed by the Commission

2a. Travellers shall be entitled to terminate the contract before the start of the package without penalty in case of unavoidable and exceptional circumstances affecting them, for example a serious accident, serious illness or death in the family, provided that such incidents are appropriately documented.

Justification

Given that organisers are entitled cancel package trips in case of unavoidable and exceptional circumstances (Article 10(3)(b)), the same should apply to travellers also.

Amendment 309
Anna Hedh

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 40 days before the start of the package; or

Or. sv
Amendment 310
Sergio Gaetano Cofferati

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 30 days before the start of the package; or

Or. en

Amendment 311
Ivo Belet

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 14 days before the start of the package; or

Or. nl

Justification
This value should be tailored to the provisions on airline cancellations in the amendment of Regulation (EC) No 261/2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights and Regulation (EC) No 2027/97 on air carrier liability in respect of the carriage of passengers and their baggage by air.
Amendment 312
Philippe Juvin

Proposal for a directive
Article 10 – paragraph 3 – point b

Text proposed by the Commission
(b) the organiser is prevented from performing the contract because of unavoidable and extraordinary circumstances and notifies the traveller of the termination without undue delay before the start of the package.

Amendment
(Does not affect the English version)

Or. fr

Justification
(Does not affect the English version)

Amendment 313
Adam Bielan

Proposal for a directive
Article 10 – paragraph 4

Text proposed by the Commission
4. In cases of termination under paragraphs 1, 2 and 3, the organiser shall reimburse any undue payment made by the traveller within fourteen days.

Amendment
4. In cases of termination under paragraphs 1, 2 and 3, the organiser shall reimburse any undue payment made by the traveller within 10 working days.

Or. pl

Amendment 314
Pablo Arias Echeverría, Luis de Grandes Pascual, Rosa Estaràs Ferragut

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
organisers and retailers are accountable,

Amendment

AM\1013596EN.doc 125/193 PE526.125v01-00
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.

each in their respective areas of management of the travel package, for ensuring that the obligations under that contract are fulfilled, irrespective of whether the services in question are to be performed by the organiser or by other service providers, and without prejudice to the right of organisers and retailers to take action against service providers.

Justification

All undertakings which are joint parties to the contract – be they organisers or retailers – must have joint responsibility in respect of consumers, regardless of what kind of undertaking they are and of the relationships between them, and this without prejudice to the right of recourse of the entity responsible vis-à-vis consumers against the entity not fulfilling or not correctly performing the contract in their respective area of management of the travel package.

Amendment 315
Bernadette Vergnaud

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/or the retailer party to the contract is/are responsible for the performance of the travel services included in the contract, irrespective of whether those services are to be performed by the organiser and/or the retailer party to the contract or by other service providers and without prejudice to the right of the organiser and/or retailer to pursue those other suppliers of services.

Justification

This wording, reflecting that of Directive 90/314/EC, affords Member States more flexibility
in applying the principle of responsibility, given that travel agencies are, in some cases, joint contracting parties and thus assume joint or joint and several liability.

Amendment 316
Nora Berra

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/or the retailer is/are responsible for the performance of the travel services included in the contract, irrespective of whether those services are to be performed by the organiser and/or the retailer or by other service providers.

Or. fr

Justification

It is essential, in the interests of the consumer, to recognise that all the parties involved bear responsibility for ensuring that the travel services covered by the contract are properly executed.

Amendment 317
Philippe Juvin

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/or the retailer 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 and/or the retailer or by other service providers.

Or. en
Justification

The current EC proposal questions the possibility left to Member States by the 1990 Directive to define who is liable (organiser/retailer) in case of a package. There is no objective reason justifying this change, which is not adapted to certain Member States' fragmented market structures with a large number of very small businesses. Besides, liability is a major selling point for retailers, even more in a context of economic crisis and increasing competition from online traders, and creates a close relationship with the consumer. It furthermore simplifies procedures for the consumer, faced with a single representative.

Amendment 318
Pablo Arias Echeverría, Luis de Grandes Pascual, Rosa Estaràs Ferragut

Proposal for a directive
Article 11 – paragraph 1 – subparagraph 1 (new)

Text proposed by the Commission
All operators which are joint parties to the contract – be they organisers or retailers – shall have joint responsibility in respect of consumers, regardless of what kind of undertaking they are and of the relationship between them, and this without prejudice to the right of recourse of the entity responsible vis-à-vis consumers against the entity not fulfilling or not correctly performing the contract in its respective area of management of the travel package.

Or. es

Justification

All undertakings which are joint parties to the contract – be they organisers or retailers – must have joint responsibility in respect of consumers, regardless of what kind of undertaking they are and of the relationships between them, and this without prejudice to the right of recourse of the entity responsible vis-à-vis consumers against the entity not fulfilling or not correctly performing the contract in its respective area of management of the travel package.

Amendment 319
Hans-Peter Mayer
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, provided the lack of conformity is reported by the traveller or is clear to the organiser and remedying it would not be disproportionate, and unless the lack of conformity is attributable to the traveller.

**Justification**

Seeks to bring about uniformity and coherence between these provisions and the rules on price reduction and compensation (Article 12(3b)).

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Amendment 320
Pablo Arias Echeverría, Luis de Grandes Pascual, Rosa Estaràs Ferragut

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 or, where relevant, the retailer, each in its respective area of management of the contract, shall remedy the lack of conformity, unless this is disproportionate.

**Justification**

All undertakings which are joint parties to the contract – be they organisers or retailers – must have joint responsibility in respect of consumers, regardless of what kind of undertaking they are and of the relationships between them, and this without prejudice to the right of recourse of the entity responsible vis-à-vis consumers against the entity not fulfilling or not correctly performing the contract in its respective area of management of the travel package.
Amendment 321
Philippe Juvin

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 and/or the retailer shall remedy the lack of conformity, unless this is disproportionate.

Or. en

Justification

The current EC proposal questions the possibility left to Member States by the 1990 Directive to define who is liable (organiser/retailer) in case of a package. There is no objective reason justifying this change, which is not adapted to certain Member States' fragmented market structures with a large number of very small businesses. Besides, liability is a major selling point for retailers, even more in a context of economic crisis and increasing competition from online traders, and creates a close relationship with the consumer. It furthermore simplifies procedures for the consumer, faced with a single representative.

Amendment 322
Nora Berra

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 and/or the retailer shall remedy the lack of conformity, unless this is disproportionate.

Or. fr

Amendment 323
Sergio Gaetano Cofferati
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

Amendment 324
Pablo Arias Echeverría, Luis de Grandes Pascual, Rosa Estaràs Ferragut

Proposal for a directive

Article 11 – paragraph 3

Text proposed by the Commission

3. Where a significant proportion of the services cannot be provided as agreed in the contract, the organiser shall make suitable alternative arrangements, at no extra cost to the traveller, for the continuation of the package, including where the traveller's return to the place of departure is not provided as agreed.

Amendment

3. Where a significant proportion of the services representing at least 20% of the total contract price or constituting an essential feature of the trip or holiday cannot be provided as agreed in the contract, the organiser shall make suitable alternative arrangements, at no extra cost to the traveller, for the continuation of the package, including where the traveller's return to the place of departure is not provided as agreed

Or. es

Justification

The concept of a significant proportion of the travel package as set out in recital 17 of the proposal for a directive should also be used here.

Amendment 325
Nora Berra
Proposal for a directive
Article 11 – paragraph 3

Text proposed by the Commission

3. Where a significant proportion of the services cannot be provided as agreed in the contract, the organiser shall make suitable alternative arrangements, at no extra cost to the traveller, for the continuation of the package, including where the traveller's return to the place of departure is not provided as agreed.

Amendment

3. Where a significant proportion of the services cannot be provided as agreed in the contract, the organiser and/or the retailer shall make suitable alternative arrangements, at no extra cost to the traveller, for the continuation of the package, including where the traveller's return to the place of departure is not provided as agreed.

Or. fr

Amendment 326
Philippe Juvin

Proposal for a directive
Article 11 – paragraph 3

Text proposed by the Commission

3. Where a significant proportion of the services cannot be provided as agreed in the contract, the organiser shall make suitable alternative arrangements, at no extra cost to the traveller, for the continuation of the package, including where the traveller's return to the place of departure is not provided as agreed.

Amendment

3. Where a significant proportion of the services cannot be provided as agreed in the contract, the organiser and/or the retailer shall make suitable alternative arrangements, at no extra cost to the traveller, for the continuation of the package, including where the traveller's return to the place of departure is not provided as agreed.

Or. en

Justification

The current EC proposal questions the possibility left to Member States by the 1990 Directive to define who is liable (organiser/retailer) in case of a package. There is no objective reason justifying this change, which is not adapted to certain Member States' fragmented market structures with a large number of very small businesses. Besides, liability is a major selling point for retailers, even more in a context of economic crisis and increasing competition from online traders, and creates a close relationship with the consumer. It furthermore simplifies procedures for the consumer, faced with a single representative.
Amendment 327  
Hans-Peter Mayer  
Proposal for a directive  
Article 11 – paragraph 4  

Text proposed by the Commission  

4. If it is impossible for the organiser to offer suitable alternative arrangements or the traveller does not accept the alternative arrangements proposed because they are not comparable to what was agreed in the contract, the organiser shall, insofar as the package includes the carriage of passengers, provide the traveller at no extra cost with equivalent transport to the place of departure or to another place to which the traveller has agreed and shall, where appropriate, compensate the traveller in accordance with Article 12.

Amendment  

4. If it is impossible for the organiser to offer suitable alternative arrangements or the traveller does not accept the alternative arrangements proposed because they are not comparable to what was agreed in the contract, the organiser shall, insofar as the package includes the carriage of passengers, provide the traveller at no extra cost with equivalent transport to the place of departure or to another place to which the traveller has agreed and shall, where the services agreed in the contract have not been provided, compensate the traveller in accordance with Article 12. Reimbursements shall be made within 14 days.

Or. de

Amendment 328  
Philippe Juvin  
Proposal for a directive  
Article 11 – paragraph 4  

Text proposed by the Commission  

4. If it is impossible for the organiser to offer suitable alternative arrangements or the traveller does not accept the alternative arrangements proposed because they are not comparable to what was agreed in the contract, the organiser shall, insofar as the package includes the carriage of passengers, provide the traveller at no extra cost with equivalent transport to the place of departure or to another place to which the traveller has agreed and shall, where

Amendment  

4. If it is impossible for the organiser and/or the retailer to offer suitable alternative arrangements or the traveller does not accept the alternative arrangements proposed because they are not comparable to what was agreed in the contract, the organiser and/or the retailer shall, insofar as the package includes the carriage of passengers, provide the traveller at no extra cost with equivalent transport to the place of departure or to
appropriate, compensate the traveller in accordance with Article 12.

another place to which the traveller has agreed and shall, where appropriate, compensate the traveller in accordance with Article 12.

Or. en

Justification

The current EC proposal questions the possibility left to Member States by the 1990 Directive to define who is liable (organiser/retailer) in case of a package. There is no objective reason justifying this change, which is not adapted to certain Member States' fragmented market structures with a large number of very small businesses. Besides, liability is a major selling point for retailers, even more in a context of economic crisis and increasing competition from online traders, and creates a close relationship with the consumer. It furthermore simplifies procedures for the consumer, faced with a single representative.

Amendment 329
Nora Berra

Proposal for a directive
Article 11 – paragraph 4

Text proposed by the Commission

4. If it is impossible for the organiser to offer suitable alternative arrangements or the traveller does not accept the alternative arrangements proposed because they are not comparable to what was agreed in the contract, the organiser shall, insofar as the package includes the carriage of passengers, provide the traveller at no extra cost with equivalent transport to the place of departure or to another place to which the traveller has agreed and shall, where appropriate, compensate the traveller in accordance with Article 12.

Amendment

4. If it is impossible for the organiser and/or the retailer to offer suitable alternative arrangements or the traveller does not accept the alternative arrangements proposed because they are not comparable to what was agreed in the contract, the organiser and/or the retailer shall, insofar as the package includes the carriage of passengers, provide the traveller at no extra cost with equivalent transport to the place of departure or to another place to which the traveller has agreed and shall, where appropriate, compensate the traveller in accordance with Article 12.

Or. fr
Amendment 330
Andreas Schwab

Proposal for a directive
Article 11 – paragraph 5

Text proposed by the Commission

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.

Or. de

Justification

The organiser should not be made subject to a ‘liability without fault’, since no such liability exists in other regulations, apart from the Airline Passengers' Rights Directive. Such liability would represent a particular burden for small and medium-sized undertakings, which could be squeezed out of the market in the long term if it were introduced.

Amendment 331
Hans-Peter Mayer

Proposal for a directive
Article 11 – paragraph 5

Text proposed by the Commission

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.**

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 **five nights per traveller.** The organiser shall arrange the accommodation. Only where the organiser expressly states that he is unable or unwilling to do this himself shall overnight stays booked by the traveller himself be reimbursed, up to EUR 125 per night and five nights per traveller.

Or. de
Justification

‘Up to five nights and up to EUR 125 per night’ was the wording adopted by the TRAN Committee in connection with airline passengers' rights. However, the first part – which provides that accommodation must be arranged in the first instance by the organiser – has to be added here given that in these specific circumstances – unlike the situation of airline passengers – a whole trip with accommodation has already been provided.

Amendment 332
Sergio Gaetano Cofferati

Proposal for a directive
Article 11 – paragraph 5

<table>
<thead>
<tr>
<th>Text proposed by the Commission</th>
<th>Amendment</th>
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</thead>
<tbody>
<tr>
<td>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.</td>
<td>5. As long as it is impossible to ensure the traveller's timely return because of unavoidable and extraordinary circumstances, Member States shall ensure that the organiser bear as a minimum the cost for the continued stay for three nights in case of travel package with less than 2 weeks of duration and for 5 nights in the other cases. The organiser shall arrange accommodation consistent with the category of hotel originally booked.</td>
</tr>
</tbody>
</table>

Or. en

Amendment 333
Bernadette Vergnaud

Proposal for a directive
Article 11 – paragraph 5

<table>
<thead>
<tr>
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<td>5. As long as it is impossible to ensure the traveller’s timely return because of unavoidable and extraordinary circumstances, the organiser shall cover the cost for the continued stay for no longer than the period required for the traveller’s return to his/her place of departure, provided that such cost is reasonable and</td>
</tr>
</tbody>
</table>

PE526.125v01-00  136/193  AM\1013596EN.doc
having regard in particular to the available accommodation, the category of services and accommodation initially provided for in the contract and any injury sustained by the traveller in respect of which the organiser is responsible under Article 11(1).

Or. fr

Amendment 334
Pablo Arias Echeverría, Luis de Grandes Pascual, Rosa Estaràs Ferragut

Proposal for a directive
Article 11 – paragraph 5

<table>
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<tbody>
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<td>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.</td>
<td>5. As long as it is impossible to ensure the traveller's timely return because of unavoidable and extraordinary circumstances, the organiser, jointly with the retailer where relevant, shall bear a proportion of the daily cost for the continued stay for each of the days covered by the travel package contract.</td>
</tr>
</tbody>
</table>

Or. es

Justification
The organiser and retailer should be jointly accountable, and as such there should be no limitation on the number of nights per traveller.

Amendment 335
Malgorzata Handzlik, Róža Gräfin von Thun und Hohenstein

Proposal for a directive
Article 11 – paragraph 5

<table>
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</tr>
</tbody>
</table>
the cost for the continued stay exceeding **EUR 100 per night and** three nights per traveller.

**Justification**

Limiting the organiser’s liability to three nights, but without indicating amounts, seems justified. Limiting liability to EUR 100 and the long process required to amend a directive mean that such limitations on amounts may prove very unfavourable in several years’ time and may in practice make it impossible to guarantee accommodation.

**Amendment 336**

Philippe Juvin

Proposal for a directive

Article 11 – paragraph 5

**Text proposed by the Commission**

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.

**Amendment**

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

**Justification**

(Does not affect the English version)

**Amendment 337**

Nora Berra

Proposal for a directive

Article 11 – paragraph 5

**Text proposed by the Commission**

5. As long as it is impossible to ensure the traveller's timely return because of

**Amendment**

5. As long as it is impossible to ensure the traveller’s timely return because of

EN
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.

unavoidable and extraordinary circumstances, the organiser and/or the retailer shall not bear the cost for the continued stay exceeding EUR 100 per night and three nights per traveller.

**Amendment 338**
Ildikó Gáll-Pelcz

Proposal for a directive
Article 11 – paragraph 5

**Text proposed by the Commission**

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.

**Amendment**

5. As long as it is impossible to ensure the traveller's timely return because of unavoidable and extraordinary circumstances, the organiser shall afford the traveller – at his request – the assistance referred to in Article 14, but shall not bear the cost for the continued stay exceeding EUR 100 per night and three nights per traveller.

**Amendment 339**
Philippe Juvin

Proposal for a directive
Article 11 – paragraph 5

**Text proposed by the Commission**

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.

**Amendment**

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

The current EC proposal questions the possibility left to Member States by the 1990 Directive to define who is liable (organiser/retailer) in case of a package. There is no objective reason justifying this change, which is not adapted to certain Member States' fragmented market structures with a large number of very small businesses. Besides, liability is a major selling point for retailers, even more in a context of economic crisis and increasing competition from online traders, and creates a close relationship with the consumer. It furthermore simplifies procedures for the consumer, faced with a single representative.

Amendment 340
Jorgo Chatzimarkakis

Proposal for a directive
Article 11 – paragraph 5

Text proposed by the Commission
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.

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 80 per night and three nights per traveller.

Or. en

Amendment 341
Emma McClarkin

Proposal for a directive
Article 11 – paragraph 6

Text proposed by the Commission
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.

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 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.

Proposal for a directive  
Article 11 – paragraph 6

Text proposed by the Commission

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\textsuperscript{28}, 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 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.

\textsuperscript{28} OJ L 204, 26.07.06, p. 1

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\textsuperscript{28}, and any person accompanying them, pregnant women and unaccompanied children, as well as persons in need of specific medical assistance, provided the organiser and/or the retailer has/have been notified of their particular needs at least 48 hours before the start of the package. The organiser and/or the retailer may not invoke unavoidable and 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.

\textsuperscript{28} OJ L 204, 26.07.06, p. 1

Or. fr

Justification

(Does not affect the English version)
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\(^{28}\), 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 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.


Justification

The current EC proposal questions the possibility left to Member States by the 1990 Directive to define who is liable (organiser/retailer) in case of a package. There is no objective reason justifying this change, which is not adapted to certain Member States’ fragmented market structures with a large number of very small businesses. Besides, liability is a major selling point for retailers, even more in a context of economic crisis and increasing competition from online traders, and creates a close relationship with the consumer. It furthermore simplifies procedures for the consumer, faced with a single representative.
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 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.


Amendment 346
Matteo Salvini

Proposal for a directive
Article 11 – paragraph 7 a (new)

Text proposed by the Commission

7a. With regard to the damage resulting for the consumer from the failure to

Amendment

7a. With regard to the damage resulting for the consumer from the failure to
perform or the improper performance of the contract, Member States shall take the necessary steps to ensure that the organizer and the retailer are liable unless such failure to perform or improper performance is attributable neither to any fault of theirs nor to that of another supplier of services, because:

- the failures which occur in the performance of the contract are attributable to the traveller,

- such failures are attributable to a third party unconnected with the provision of the services contracted for, and are unforeseeable or unavoidable,

- such failures are due unavoidable and extraordinary circumstances as defined by Article 3 (11).

Or. en

Amendment 347
Hans-Peter Mayer

Proposal for a directive
Article 11 – paragraph 7 a (new)

Text proposed by the Commission

7a. Any right to compensation of the traveller under Regulation 261/2004 is independent to any right to compensation of the traveller under this Directive. Should the traveller be entitled to compensation under both Regulation 261/2004 and this Directive, the traveller shall be entitled to present claims under both legal acts, but may not in relation to the same facts cumulate rights under both legal acts if the rights safeguard the same interest or have the same objective.

Or. en
Amendment 348
Bernadette Vergnaud

Proposal for a directive
Article 12 – paragraph 1 – point a

Text proposed by the Commission
(a) any period during which there was lack of conformity; or

Amendment
(a) any period during which the contract was not performed or was improperly performed; or

Or. fr

Justification
The term ‘lack of conformity’ is vague; the concept of non-performance or improper performance of the contract, as in Directive 90/314, ought to be reintroduced.

Amendment 349
Philippe Juvin

Proposal for a directive
Article 12 – paragraph 2

Text proposed by the Commission
2. The traveller shall be entitled to receive compensation from the organiser for any damage, including non-material damage, which the traveller sustains as a result of any lack of conformity.

Amendment
2. The traveller shall be entitled to receive compensation from the organiser and/or the retailer for any damage, including non-material damage, which the traveller sustains as a result of any lack of conformity.

Or. en

Justification
Consequence of amendments tabled by Mr Philippe Juvin to article 11 (targeted maximum harmonisation). The current EC proposal questions the possibility left to Member States by the 1990 Directive to define who is liable (organiser/retailer) in case of a package. There is no objective reason justifying this change, which is not adapted to certain Member States’ fragmented market structures with a large number of very small businesses. Besides, liability is a major selling point for retailers, even more in a context of economic crisis and increasing
competition from online traders, and creates a close relationship with the consumer. It furthermore simplifies procedures for the consumer, faced with a single representative.

Amendment 350
Nora Berra

Proposal for a directive
Article 12 – paragraph 2

**Text proposed by the Commission**

2. The traveller shall be entitled to receive compensation from the organiser for any damage, including non-material damage, which the traveller sustains as a result of any lack of conformity.

**Amendment**

2. The traveller shall be entitled to receive compensation from the organiser and/or the retailer for any damage, including non-material damage, which the traveller sustains as a result of any lack of conformity.

Or. fr

Amendment 351
Hans-Peter Mayer

Proposal for a directive
Article 12 – paragraph 2 a (new)

**Text proposed by the Commission**

2a. The traveller shall be entitled to a price reduction of 50 % of the reduced value if the lack of conformity was due to unavoidable or extraordinary circumstances. The burden of proof as to the amount of the reduced value shall lie with the organiser.

**Amendment**

Or. de

*Justification*

The proportionate reduction here belongs in paragraph 2 rather than paragraph 3. Only the organiser is aware of the amount of the reduced value.
Amendment 352
Bernadette Vergnaud

Proposal for a directive
Article 12 – paragraph 3 – introductory part

Text proposed by the Commission

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

Amendment

3. With regard to entitlement to compensation for damage resulting for the consumer from the failure to perform or the improper performance of the contract, Member States shall take the necessary steps to ensure that the organiser and/or retailer is/are liable unless such failure to perform or improper performance is attributable neither to any fault of theirs nor to that of another supplier of services, because:

Or. fr

Justification

The proposed wording is somewhat unclear and could result in flawed interpretation preventing travellers from asserting their rights. Wording closer to that of Directive 90/314 should therefore be reintroduced.

Amendment 353
Konstantinos Poupakis

Proposal for a directive
Article 12 – paragraph 3 – introductory part

Text proposed by the Commission

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

Amendment

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

Or. el

Amendment 354
Philippe Juvin
Proposal for a directive
Article 12 – paragraph 3 – point a – introductory part

Text proposed by the Commission
(a) the organiser proves that the lack of conformity is:

Amendment
(a) the organiser and/or the retailer proves that the lack of conformity is:

Or. en

Justification

Consequence of amendments tabled by Mr Philippe Juvin to article 11 (targeted maximum harmonisation). The current EC proposal questions the possibility left to Member States by the 1990 Directive to define who is liable (organiser/retailer) in case of a package. There is no objective reason justifying this change, which is not adapted to certain Member States’ fragmented market structures with a large number of very small businesses. Besides, liability is a major selling point for retailers, even more in a context of economic crisis and increasing competition from online traders, and creates a close relationship with the consumer. It furthermore simplifies procedures for the consumer, faced with a single representative.

Amendment 355
Matteo Salvini

Proposal for a directive
Article 12 – paragraph 3 – point a – introductory part

Text proposed by the Commission
(a) the organiser proves that the lack of conformity is:

Amendment
(a) the lack of conformity results from the circumstance laid out by Article 11 (8)

Or. en

Justification

This amendment reflects the changes introduced by to the proposed amendment introducing new Article 11 (8)

Amendment 356
Nora Berra

Proposal for a directive
Article 12 – paragraph 3 – point a – introductory part
(a) the organiser proves that the lack of conformity is:

(a) the organiser and/or the retailer prove(s) that the lack of conformity is:

Or. fr

Amendment 357
Matteo Salvini

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

Text proposed by the Commission

(i) attributable to the traveller, deleted

Or. en

Amendment 358
Matteo Salvini

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

Text proposed by the Commission

(ii) attributable to a third party unconnected with the provision of the services contracted for and is unforeseeable or unavoidable, or deleted

Or. en

Amendment 359
Sergio Gaetano Cofferati

Proposal for a directive
Article 12 – paragraph 3 – point a – point ii
(ii) attributable to a third party unconnected with the provision of the services contracted for and is unforeseeable or unavoidable, or

Amendment 360
Matteo Salvini
Proposal for a directive
Article 12 – paragraph 3 – point a – point iii

(iii) due to unavoidable and extraordinary circumstances or

Amendment 361
Bernadette Vergnaud
Proposal for a directive
Article 12 – paragraph 3 – point a – point iii

(iii) due to unavoidable and extraordinary circumstances or

Justification
The proposed wording is somewhat unclear and could result in flawed interpretation
preventing travellers from asserting their rights. Wording closer to that of Directive 90/314 should therefore be reintroduced.

Amendment 362  
Philippe Juvin  
Proposal for a directive  
Article 12 – paragraph 3 – point a – point iii  

Text proposed by the Commission  
(iii) due to unavoidable and extraordinary circumstances or  

Amendment  
(Does not affect the English version)  

Or. fr  

Justification  
(Does not affect the English version)  

Amendment 363  
Sergio Gaetano Cofferati  
Proposal for a directive  
Article 12 – paragraph 3 – point a – point iii  

Text proposed by the Commission  
(iii) due to unavoidable and extraordinary circumstances or  

Amendment  
(iii) due to unavoidable, unforeseeable and extraordinary circumstances or  

Or. en  

Amendment 364  
Catherine Stihler  
Proposal for a directive  
Article 12 – paragraph 3 – point b  

Text proposed by the Commission  
(b) the traveller fails to inform the organiser without undue delay of any lack  

Amendment  
deleted  

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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.

Or. en

Amendment 365
Anna Hedh

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

Text proposed by the Commission

(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.

Amendment

deleted

Or. sv

Amendment 366
Bernadette Vergnaud

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

Text proposed by the Commission

(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.

Amendment

(b) except in cases of compensation for bodily injury or death, the traveller fails to inform the organiser and/or the retailer, at the earliest possible opportunity, of any lack of performance or improper performance of the services 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
It seems unreasonable to include a restriction on the possibility of entitlement to compensation in cases of personal injury, as the traveller would not necessarily be in a position, in such cases, to inform the organiser.

Amendment 367
Sergio Gaetano Cofferati

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

Text proposed by the Commission

(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.

Amendment

(b) the traveller fails to inform the organiser 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.

Amendment 368
Philippe Juvin

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

Text proposed by the Commission

(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.

Amendment

(b) the traveller fails to inform the organiser and/or the retailer 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.
Justification

Consequence of amendments tabled by Mr Philippe Juvin to article 11 (targeted maximum harmonisation). The current EC proposal questions the possibility left to Member States by the 1990 Directive to define who is liable (organiser/retailer) in case of a package. There is no objective reason justifying this change, which is not adapted to certain Member States’ fragmented market structures with a large number of very small businesses. Besides, liability is a major selling point for retailers, even more in a context of economic crisis and increasing competition from online traders, and creates a close relationship with the consumer. It furthermore simplifies procedures for the consumer, faced with a single representative.

Amendment 369
Nora Berra

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

Text proposed by the Commission

(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.

Amendment

(b) the traveller fails to inform the organiser and/or the retailer 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.

Amendment 370
Bernadette Vergnaud

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

Amendment

4. With regard to damage, other than bodily injury or death, resulting from the failure to perform or the improper performance of the contract, 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
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.

part of a package, the same limitations shall apply to the organiser. Except in cases of bodily injury or death, 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. With regard to damage, other than bodily injury or death, resulting from the failure to perform or the improper performance of the contract, Member States may permit a contractual limitation of the compensation, provided it is not unreasonable. Without prejudice to such a limitation, the contract may not provide for the non-application of the provisions of paragraphs 1, 2, 3 or 4.

Or. fr

Justification

Compensation for damage resulting in bodily injury or death should not be limited by the provisions of international conventions or by clauses in the contract.

Amendment 371
Sergio Gaetano Cofferati

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

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.
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 372
Hans-Peter Mayer

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. Does not affect EN version. Linguistic amendment to German text.

Amendment 373
Philippe Juvin

Proposal for a directive
Article 12 – paragraph 4

Text proposed by the Commission
4. Insofar as international conventions

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. 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.

**Justification**

Consequence of amendments tabled by Mr Philippe Juvin to article 11 (targeted maximum harmonisation). The current EC proposal questions the possibility left to Member States by the 1990 Directive to define who is liable (organiser/retailer) in case of a package. There is no objective reason justifying this change, which is not adapted to certain Member States’ fragmented market structures with a large number of very small businesses. Besides, liability is a major selling point for retailers, even more in a context of economic crisis and increasing competition from online traders, and creates a close relationship with the consumer. It furthermore simplifies procedures for the consumer, faced with a single representative.

**Amendment 374**

Nora Berra

Proposal for a directive

**Article 12 – paragraph 4**

<table>
<thead>
<tr>
<th>Text proposed by the Commission</th>
<th>Amendment</th>
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<td>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</td>
<td>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</td>
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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.

Limitations shall apply to the organiser and/or the retailer. 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 and/or the retailer accordingly. In other cases, the contract may limit compensation to be paid by the organiser and/or the retailer 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 375
Ildikó Gáll-Pelcz
Proposal for a directive
Article 12 – paragraph 6

Text proposed by the Commission
6. The prescription period for introducing claims under this Article shall not be shorter than one year.

Amendment
6. The prescription period for introducing claims under this Article shall not be shorter than three years.

Justification
The one-year prescription period provided for in Article 12(6) is too short: it should be at least three years, in order to safeguard consumers’ right to a legal remedy.

Amendment 376
Anna Hedh
Proposal for a directive
Article 12 – paragraph 6
6. The prescription period for introducing claims under this Article shall not be shorter than one year.

Or. sv

Amendment 377
Adam Bielan

Proposal for a directive
Article 12 – paragraph 6

6. The prescription period for introducing claims under this Article shall not be shorter than one year from the date on which the traveller reaches his return destination.

Or. pl

Amendment 378
Małgorzata Handzlik, Róža Gräfin von Thun und Hohenstein

Proposal for a directive
Article 13

Member States shall ensure that the traveller may address messages, complaints or claims in relation to the performance of the package directly to the retailer through which it was purchased. The retailer shall forward those messages, complaints or claims to the organiser without undue delay. For the purpose of compliance with time-limits or prescription periods, receipt of the notifications by the retailer shall be considered as receipt by the organiser.

Member States shall ensure that the traveller may address messages, complaints or claims in relation to the performance of the package directly to the retailer through which it was purchased. The retailer shall forward those messages, complaints or claims to the organiser without undue delay. If tour operators do not respond in writing to the message, complaint or claim related to the performance of the package within 30 days of receipt by the operator,
it shall be assumed that the operator has found the message, complaint or claim to be legitimate. For the purpose of compliance with time-limits or prescription periods, receipt of the notifications by the retailer shall be considered as receipt by the organiser.

Or. pl

Justification

The presence of such a requirement will have a motivational effect on organisers.

Amendment 379
Sergio Gaetano Cofferati

Proposal for a directive
Article 14 – paragraph 1 – introductory part

Text proposed by the Commission
Member States shall ensure that the organiser gives prompt assistance to the traveller in difficulty, in particular by:

Amendment
Member States shall ensure that the organiser of a package or the retailers facilitating the procurement of an assisted travel arrangement gives prompt assistance to the traveller in difficulty, in particular by:

Or. en

Amendment 380
Emma McClarkin

Proposal for a directive
Article 14 – paragraph 1 – introductory part

Text proposed by the Commission
Member States shall ensure that the organiser gives prompt assistance to the traveller in difficulty, in particular by:

Amendment
Member States shall ensure that the organiser has adequate insurance or means to give appropriate assistance to the traveller in difficulty, in particular by:

Or. en
Amendment 381
Ildikó Gáll-Pelcz

Proposal for a directive
Article 14 – paragraph 1 – introductory part

Text proposed by the Commission

Member States shall ensure that the organiser gives prompt assistance to the traveller in difficulty, in particular by:

Amendment

Member States shall ensure that the organiser gives prompt assistance to the traveller in difficulty – including in the circumstance referred to in Article 11(5) – in particular by:

Or. en

Amendment 382
Emma McClarkin

Proposal for a directive
Article 14 – paragraph 1 – point b

Text proposed by the Commission

(b) assisting the traveller in making distance communications and alternative travel arrangements.

Amendment

(b) assisting the traveller to make distance communications and helping the traveller to source alternative travel arrangements.

Or. en

Justification

It should be clarified that, where there is no lack of conformity with the package contract, the organiser’s liability is simply to assist in sourcing alternative travel arrangements not in providing or paying for them.

Amendment 383
Sergio Gaetano Cofferati

Proposal for a directive
Article 14 – paragraph 2
The organiser shall be able to charge a reasonable fee for such assistance if the situation is caused by the traveller's negligence or intent.

Amendment

The organiser or the retailer shall be able to charge a reasonable fee for such assistance if the situation is caused by the traveller's negligence or intent. The fee shall not in any case overcome the actual costs sustained by the organiser or the retailer.

Amendment 384
Jorgo Chatzimarkakis

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, in so far 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 established in their territory obtain a security for the effective and prompt refund of all payments made by travellers and, in so far as carriage of passengers is included, for the travellers' effective and prompt repatriation in the event of insolvency. Retailers are not required to refund amounts paid directly to third parties. It is, however, up to the retailers to state the above in their terms and conditions clearly.

Or. en

Amendment 385
Matteo Salvini

Proposal for a directive
Article 15 – paragraph 1

Text proposed by the Commission

1. Member States shall ensure that organisers and retailers facilitating the

Amendment

1. Member States shall ensure that organisers established in their territory
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.

Observation or en

Justification

Obligations placed on the trader are disproportionate and would significantly reduce traders’ incentive to offer attractive solutions. Consumers would be penalised, with less choice and flexibility, and limited access to offers. It is important to note that in many cases, the insolvency protection clause will not be enforceable: if the customer cannot be identified, it will be impossible for retailers to identify consumers who have purchased services using links provided on their website.

Amendment 386
Catherine Stihler

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 obtain 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 the insolvency of the organiser, of the retailer or any of the assisted travel arrangement service providers.

Observation or en

Justification

The article as currently drafted may encourage businesses to offshore or establish in a territory
where less effective insolvency regime is applied to the detriment of citizens. This also ensures that insolvency applies to package organisers and not just to linked/assisted travel.

Amendment 387
Emma McClarkin

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 linked travel arrangements obtain 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 the insolvency of the organiser, of the retailer or of any of the linked travel arrangement service providers

Or. en

Amendment 388
Anna Hedh

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 and retailers facilitating the procurement of package travel and 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.

Or. sv
Amendment 389
Philippe Juvin

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 and/or retailers in case of a package 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.

Or. en

Justification

The current EC proposal questions the possibility left to Member States by the 1990 Directive to define who is liable (organiser/retailer) in case of a package. There is no objective reason justifying this change, which is not adapted to certain Member States' fragmented market structures with a large number of very small businesses. Besides, liability is a major selling point for retailers, even more in a context of economic crisis and increasing competition from online traders, and creates a close relationship with the consumer. It furthermore simplifies procedures for the consumer, faced with a single representative.

Amendment 390
Sergio Gaetano Cofferati

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

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, insofar as carriage of passengers is included, for the travellers' effective and prompt repatriation in the event of insolvency.

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.

Or. en

Amendment 391
Matteo Salvini

Proposal for a directive
Article 15 – paragraph 2

Text proposed by the Commission

2. The insolvency protection referred to in paragraph 1 shall take into account the actual financial risk of the relevant trader's activities. It shall benefit travellers regardless of their place of residence, the place of departure or where the package or assisted travel arrangement is sold.

Amendment

2. The insolvency protection referred to in paragraph 1 shall take into account the actual financial risk of the relevant trader's activities. It shall benefit travellers regardless of their place of residence, the place of departure or where the package is sold.

Or. en

Justification

Obligations placed on the trader are disproportionate and would significantly reduce traders’ incentive to offer attractive solutions. Consumers would be penalised, with less choice and flexibility, and limited access to offers. It is important to note that in many cases, the insolvency protection clause will not be enforceable: if the customer cannot be identified, it will be impossible for retailers to identify consumers who have purchased services using links provided on their website.

Amendment 392
Jorgo Chatzimarkakis

Proposal for a directive
Article 15 – paragraph 2

Text proposed by the Commission

2. The insolvency protection referred to in paragraph 1 shall take into account the

Amendment

2. The insolvency protection referred to in paragraph 1 shall take into account the
actual financial risk of the relevant trader's activities. It shall benefit travellers regardless of their place of residence, the place of departure or where the package *or assisted travel arrangement* is sold.

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<table>
<thead>
<tr>
<th>Amendment 393</th>
<th>Emma McClarkin</th>
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<tbody>
<tr>
<td><strong>Proposal for a directive</strong></td>
<td>**Article 15 – paragraph 2 ** a (new)</td>
</tr>
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<tr>
<th>Text proposed by the Commission</th>
<th>Amendment</th>
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<tbody>
<tr>
<td>2a. The insolvency protection referred to in paragraph 1 shall be adequate to meet the requirements of this Directive provided it is effective in all reasonably foreseeable circumstances.</td>
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</table>

**Justification**

*Insolvency protection should be adequate and not over-guaranty to meet open ended requirements, the costs of which could be passed on to the consumer.*

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<table>
<thead>
<tr>
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<th>Emma McClarkin</th>
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<td><strong>Proposal for a directive</strong></td>
<td>**Article 15 – paragraph 2 ** b (new)</td>
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<th>Amendment</th>
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<tr>
<td>2b. Where appropriate, the insolvency protection referred to in paragraph 1 may provide for the fulfilment of contracts forming packages or linked travel arrangements, rather than a refund of payments.</td>
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</tbody>
</table>
Amendment 395
Matteo Salvini

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 under the rules of its Member State of establishment transposing Article 15.

Justification

The scope of the Package Travel Directive should be limited to combinations of travel services which constitute a package. The introduction of the new concept of ‘assisted travel arrangement’ in this Directive could have detrimental effects on consumers and businesses, by creating legal uncertainty and confusion amongst both consumers and travel service providers alike.

Amendment 396
Jorgo Chatzimarkakis

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 under the rules of its Member State of establishment transposing Article 15.
Proposal for a directive
Article 16 – paragraph 1

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.

Justification

Member States will transpose this directive at various administrative levels, depending on the structure of the State.

Amendment 398
Philippe Juvin

Proposal for a directive
Article 16 – paragraph 1

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.

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.
Justification

The current EC proposal questions the possibility left to Member States by the 1990 Directive to define who is liable (organiser/retailer) in case of a package. There is no objective reason justifying this change, which is not adapted to certain Member States' fragmented market structures with a large number of very small businesses. Besides, liability is a major selling point for retailers, even more in a context of economic crisis and increasing competition from online traders, and creates a close relationship with the consumer. It furthermore simplifies procedures for the consumer, faced with a single representative.

Amendment 399
Matteo Salvini

Proposal for a directive
Article 16 – paragraph 1 a (new)

Text proposed by the Commission

1a. The Commission should draw up a consistent formula for bonding across the Member States in order to ensure uniformity and to avoid security shopping across the Union. Stakeholders should be consulted as regards how such a formula is calculated.

Amendment

Justification

Applying a consistent formula for bonding across the Member States would ensure uniformity and avoid security shopping across the EU. Stakeholders should be consulted as regards how such a formula may be calculated.

Amendment 400
Matteo Salvini

Proposal for a directive
Article 16 – paragraph 2

Text proposed by the Commission

2. Member States shall designate central contact points to facilitate the administrative cooperation and supervision

Amendment

2. Member States shall designate central contact points to facilitate the administrative cooperation and supervision
of organisers and retailers facilitating the procurement of assisted travel arrangements operating in different Member States. They shall notify the contact details of these contact points to all other Member States and the Commission.

Justification

The scope of the Package Travel Directive should be limited to combinations of travel services which constitute a package. The introduction of the new concept of ‘assisted travel arrangement’ in this Directive could have detrimental effects on consumers and businesses, by creating legal uncertainty and confusion amongst both consumers and travel service providers alike.

Amendment 401
Jorgo Chatzimarkakis

Proposal for a directive
Article 16 – paragraph 2

Text proposed by the Commission

2. Member States shall designate central contact points to facilitate the administrative cooperation and supervision of organisers and retailers facilitating the procurement of assisted travel arrangements operating in different Member States. They shall notify the contact details of these 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. They shall notify the contact details of these contact points to all other Member States and the Commission.

Amendment 402
Philippe Juvin

Proposal for a directive
Article 16 – paragraph 2

Text proposed by the Commission

2. Member States shall designate central contact points to facilitate the administrative cooperation and supervision of organisers and retailers facilitating the procurement of assisted travel arrangements operating in different Member States. They shall notify the contact details of these contact points to all other Member States and the Commission.

Amendment

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contact points to facilitate the administrative cooperation and supervision of organisers and retailers facilitating the procurement of assisted travel arrangements operating in different Member States. They shall notify the contact details of these contact points to all other Member States and the Commission.

**Justification**

The current EC proposal questions the possibility left to Member States by the 1990 Directive to define who is liable (organiser/retailer) in case of a package. There is no objective reason justifying this change, which is not adapted to certain Member States' fragmented market structures with a large number of very small businesses. Besides, liability is a major selling point for retailers, even more in a context of economic crisis and increasing competition from online traders, and creates a close relationship with the consumer. It furthermore simplifies procedures for the consumer, faced with a single representative.

**Amendment 403**

**Matteo Salvini**

**Proposal for a directive**

**Article 16 – paragraph 3**

**Text proposed by the Commission**

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.

**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 which are in compliance with their insolvency protection obligations.
Justification

The scope of the Package Travel Directive should be limited to combinations of travel services which constitute a package. The introduction of the new concept of ‘assisted travel arrangement’ in this Directive could have detrimental effects on consumers and businesses, by creating legal uncertainty and confusion amongst both consumers and travel service providers alike.

Amendment 404
Jorgo Chatzimarkakis

Proposal for a directive
Article 16 – paragraph 3

Text proposed by the Commission

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.

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 which are in compliance with their insolvency protection obligations.

Or. en

Amendment 405
Ivo Belet

Proposal for a directive
Article 16 – paragraph 3

Text proposed by the Commission

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

Amendment

3. The central contact points shall make available to each other all necessary information on their insolvency protection schemes and the identity of the body or

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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.

Or. nl

Justification

Member States will transpose this directive at various administrative levels, depending on the structure of the State.

Amendment 406
Philippe Juvin

Proposal for a directive
Article 16 – paragraph 3

Text proposed by the Commission

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.

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/or retailers in case of a package, and retailers facilitating the procurement of assisted travel arrangements which are in compliance with their insolvency protection obligations.

Or. en

Justification

The current EC proposal questions the possibility left to Member States by the 1990 Directive to define who is liable (organiser/retailer) in case of a package. There is no objective reason justifying this change, which is not adapted to certain Member States' fragmented market structures with a large number of very small businesses. Besides, liability is a major selling point for retailers, even more in a context of economic crisis and increasing competition from online traders, and creates a close relationship with the consumer. It furthermore simplifies
procedures for the consumer, faced with a single representative.

Amendment 407
Matteo Salvini

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 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

Justification

The scope of the Package Travel Directive should be limited to combinations of travel services which constitute a package. The introduction of the new concept of ‘assisted travel arrangement’ in this Directive could have detrimental effects on consumers and businesses, by creating legal uncertainty and confusion amongst both consumers and travel service providers alike.

Amendment 408
Jorgo Chatzimarkakis

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 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.
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shall respond to requests from other Member States at the latest within 15 working days of receiving them.

Or. en

Amendment 409
Philippe Juvin

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 and/or a retailer in case of a package, 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.

Or. en

Justification

The current EC proposal questions the possibility left to Member States by the 1990 Directive to define who is liable (organiser/retailer) in case of a package. There is no objective reason justifying this change, which is not adapted to certain Member States' fragmented market structures with a large number of very small businesses. Besides, liability is a major selling point for retailers, even more in a context of economic crisis and increasing competition from online traders, and creates a close relationship with the consumer. It furthermore simplifies procedures for the consumer, faced with a single representative.

Amendment 410
Matteo Salvini
Proposal for a directive
Article 17

Text proposed by the Commission

Article 17 deleted

Information requirements for assisted travel arrangements

Member States shall ensure that, before the traveller is bound by any contract or any corresponding offer for assisted travel arrangements, the trader facilitating the procurement of assisted travel arrangements shall state in a clear and prominent manner:

(a) that each service provider will be solely responsible for the correct contractual performance of its service; and

(b) that the traveller will not benefit from any of the rights granted by this Directive exclusively to package travellers, but will benefit from the right to a refund of pre-payments and, insofar as carriage of passengers is included, to repatriation in case the retailer itself or any of the service providers becomes insolvent.

Or. en

Justification

The reference to ‘assisted travel arrangements’ should be removed from the Directive in order to allow consumers to fully benefit from travel service providers’ initiatives. This would be in line with the EU objective of seamless mobility. It should also be noted that enforcement of the provisions listed in this article will be impossible in cases where the traveller who has used web links to access two services for a given trip has done so without identifying himself.

Amendment 411
Jorgo Chatzimarkakis

Proposal for a directive
Article 17
Information requirements for assisted travel arrangements

Member States shall ensure that, before the traveller is bound by any contract or any corresponding offer for assisted travel arrangements, the trader facilitating the procurement of assisted travel arrangements shall state in a clear and prominent manner:

(a) that each service provider will be solely responsible for the correct contractual performance of its service; and

(b) that the traveller will not benefit from any of the rights granted by this Directive exclusively to package travellers, but will benefit from the right to a refund of pre-payments and, insofar as carriage of passengers is included, to repatriation in case the retailer itself or any of the service providers becomes insolvent.

Amendment 412
Sergio Gaetano Cofferati

Proposal for a directive
Article 17 – paragraph 1 – introductory part

Text proposed by the Commission
Member States shall ensure that, before the traveller is bound by any contract or any corresponding offer for assisted travel arrangements, the trader facilitating the procurement of assisted travel arrangements shall state in a clear and prominent manner:

Amendment
Member States shall ensure that, before the traveller is bound by any contract or any corresponding offer for assisted travel arrangements, the trader facilitating the procurement of assisted travel arrangements shall state in a clear and prominent manner on a durable medium:
Amendment 413
Sergio Gaetano Cofferati

Proposal for a directive
Article 17 – paragraph 1 – point b

Text proposed by the Commission

(b) that the traveller will not benefit from any of the rights granted by this Directive exclusively to package travellers, but will benefit from the right to a refund of pre-payments and, insofar as carriage of passengers is included, to repatriation in case the retailer itself or any of the service providers becomes insolvent.

Amendment

(b) that the traveller will not benefit from any of the rights granted by this Directive exclusively to package travellers, but will benefit from the right to a refund of pre-payments, assistance in cases of difficulty and, insofar as carriage of passengers is included, to repatriation in case the retailer itself or any of the service providers becomes insolvent.

Amendment 414
Monika Hohlmeier

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

Text proposed by the Commission

ba) that the traveller is entitled to receive a detailed invoice setting out all the costs of the travel service in a transparent manner, in particular the costs of booking alteration, cancellation or other changes to travel services; this invoice must be available to the traveller no later than the time of departure;

Amendment

ba) that the traveller is entitled to receive a detailed invoice setting out all the costs of the travel service in a transparent manner, in particular the costs of booking alteration, cancellation or other changes to travel services; this invoice must be available to the traveller no later than the time of departure;
Amendment 415
Bernadette Vergnaud

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

Text proposed by the Commission

(ba) that the consumer will, however, benefit from the rights granted by Directive 2011/83/EU except where this Directive provides otherwise.

Justification

It is useful to clarify the relationship with the Consumer Rights Directive, which remains at least partially applicable, notably for certain travel services that lie outside the scope of packages, and for transport contracts.

Amendment 416
Monika Hohlmeier

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

Text proposed by the Commission

bb) the travel class booked, including any subclass, in a transparent and clearly recognisable form, together with its availability, cost and conditions in the event of booking alteration, cancellation or other changes;

Or. de

Amendment 417
Monika Hohlmeier

Proposal for a directive
Article 17 – paragraph 1 – point b c (new)
bc) the available quotas in a given travel class including any costs payable in the event of a change to a different class or subclass;

Or. de

Amendment 418
Sergio Gaetano Cofferati
Proposal for a directive
Article 17 – paragraph 1 a (new)

Text proposed by the Commission

In case paragraph 1, point b of this Article is not complied with, the traveller shall enjoy all the guarantees and the rights ensured under travel packages in this Directive.

Or. en

Amendment 419
Philippe Juvin
Proposal for a directive
Article 17 a (new)

Text proposed by the Commission

Article 17a

Information of the retailer regarding additional travel services booked in the framework of assisted travel arrangements through linked online booking processes

Traders providing additional travel services in the framework of assisted travel arrangements as defined in Article
3, paragraph 5, point b shall ensure that the retailer concerned is properly informed of the confirmed booking of additional travel services, which consequently constitute with the first travel service booked an assisted travel arrangement, thereby triggering the liability and obligations of the retailer incumbent on it under this Directive.

Or. en

Justification

The current proposal does not foresee an obligation of information from traders providing additional travel services in the framework of an ATA via linked online booking processes (article 3.5 (b)) to the retailer regarding the additional services booked. The retailer needs nonetheless to know if additional services have been booked further to the e-targeting of the traveller, and if so which ones, to determine whether if the combination falls under the scope of this Directive as ATA. Indeed, if it is the case, this will trigger the liability provisions and other obligations of the retailer provided by this Directive.

Amendment 420
Hans-Peter Mayer

Proposal for a directive
Article 17 a (new)

Text proposed by the Commission

Amendment

Article 17a
Traders facilitating the procurement of linked travel arrangements online shall not hide or provide in an unclear, unintelligible, ambiguous or untimely manner the option of not booking any further services or ancillary services. Such option shall always be pre-selected by default.

Or. en

Amendment 421
Hans-Peter Mayer
Proposal for a directive
Article 18 (new)

Text proposed by the Commission

Amendment

Article 18

Failure to provide information
If a right of withdrawal exists but the traveller has not been informed thereof, he may withdraw from the contract at no cost up to 24 hours before departure.

Or. de

Amendment 422
Sergio Gaetano Cofferati, Marc Tarabella

Proposal for a directive
Article 18a (new)

Text proposed by the Commission

Amendment

Article 18a

Visible indicator
Any travel package's contract or precontractual information shall contain in a clear and prominent manner and in a very visible position a visual green indicator, standardised at European level, that identifies the contract as a package.

Member States shall ensure that the trader facilitating the procurement of linked travel arrangements shows in a clear and prominent manner and in a very visible position, before the traveller is bound by any contract or any corresponding offer for assisted travel arrangement and while giving the information referred to in Article 17, a visual yellow indicator, standardised at European level, that identifies the contract as part of a linked travel...
arrangement.

The Commission shall be empowered to adopt technical standards in accordance with Article 18(b) to define these visual indicators, after having conducted due consumer testing in order to select the most appropriate measures for consumers.

Or. en

Amendment 423
Sergio Gaetano Cofferati, Marc Tarabella
Proposal for a directive
Article 18 b (new)

Text proposed by the Commission

Amendment

Article 18b

Technical standards

1. The power to adopt technical standards is conferred on the Commission subject to the conditions laid down in this Article.

2. The power to adopt technical standards referred to in Article 18(a) shall be conferred on the Commission for a period of [1 year] from the entry into force of this Regulation.

3. The delegation of powers referred to in Article18(a) may be revoked at any time by the European Parliament or by the Council. A decision of revocation shall put an end to the delegation of the power specified in that decision. It shall take effect the day following the publication of the decision in the Official Journal of the European Union or at a later date specified therein. It shall not affect the validity of any technical standards already in force.

4. As soon as it adopts technical standards, the Commission shall notify it
simultaneously to the European Parliament and to the Council.

5. A technical standard adopted pursuant to Article 18(a) shall enter into force only if no objection has been expressed either by the European Parliament or the Council within a period of 2 months of notification of that act to the European Parliament and the Council or if, before the expiry of that period, the European Parliament and the Council have both informed the Commission that they will not object. That period shall be extended by 2 months at the initiative of the European Parliament or the Council.

Amendment 424
Hans-Peter Mayer

Proposal for a directive
Article 19

Text proposed by the Commission

Member States shall ensure that a retailer who has agreed to arrange the booking of a package or assisted travel arrangements or who facilitates the booking of such services shall be liable for any errors occurring in the booking process, unless such errors are attributable to the traveller or to unavoidable and extraordinary circumstances.

Amendment

Member States shall ensure that a retailer who has agreed to arrange the booking of a package or assisted travel arrangements or who facilitates the booking of such services shall be liable if he fails to pass on the information provided by the organiser pursuant to Article 4(1), passes on incomplete information or makes errors in the booking. A retailer shall not be held liable where such errors are attributable to the traveller or to unavoidable and extraordinary circumstances,

Justification

In line with amendment to Article 4.
Amendment 425
Matteo Salvini

Proposal for a directive
Article 19

Text proposed by the Commission

Member States shall ensure that a retailer who has agreed to arrange the booking of a package or assisted travel arrangements or who facilitates the booking of such services shall be liable for any errors occurring in the booking process, unless such errors are attributable to the traveller or to unavoidable and extraordinary circumstances.

Amendment

Member States shall ensure that a retailer who has agreed to arrange the booking of a package shall be liable for any errors occurring in the booking process, unless such errors are attributable to the traveller or to unavoidable and extraordinary circumstances.

Or. en

Justification

A 'facilitator' who merely provides a link to another provider's website should not be held responsible for the booking process on this second website, over which he will most likely not have any control. Service providers who facilitate the purchase of additional travel services by providing links to third party's websites should therefore not be held liable for booking errors, since they merely act as facilitators, and not organisers or retailers.

Amendment 426
Sergio Gaetano Cofferati, Marc Tarabella

Proposal for a directive
Article 19

Text proposed by the Commission

Member States shall ensure that a retailer who has agreed to arrange the booking of a package or assisted travel arrangements or who facilitates the booking of such services shall be liable for any errors occurring in the booking process, unless such errors are attributable to the traveller or to unavoidable and extraordinary circumstances.

Amendment

Member States shall ensure that a retailer who has agreed to arrange the booking of a package or assisted travel arrangements or who facilitates the booking of such services shall be liable for any errors occurring in the booking process, unless such errors are attributable to the traveller. In this case the burden of proof shall rest on the retailer, who shall demonstrate the traveller's error.
Or. en

Amendment 427
Anna Hedh

Proposal for a directive
Article 19

Text proposed by the Commission

Member States shall ensure that a retailer who has agreed to arrange the booking of a package or assisted travel arrangements or who facilitates the booking of such services shall be liable for any errors occurring in the booking process, unless such errors are attributable to the traveller or to unavoidable and extraordinary circumstances.

Amendment

Member States shall ensure that a retailer who has agreed to arrange the booking of a package or assisted travel arrangements or who facilitates the booking of such services shall be liable for any errors occurring in the booking process, unless such errors are attributable to the traveller.

The traveller shall have the right to change a booking if any errors have occurred within 48 hours of the completion of the booking.

Or. sv

Amendment 428
Philippe Juvin

Proposal for a directive
Article 19

Text proposed by the Commission

Member States shall ensure that a retailer who has agreed to arrange the booking of a package or assisted travel arrangements or who facilitates the booking of such services shall be liable for any errors occurring in the booking process, unless such errors are attributable to the traveller or to unavoidable and extraordinary circumstances.

Amendment

Member States shall ensure that an organiser who arranges the booking of a package, or a retailer who has agreed to arrange the booking of a package or assisted travel arrangements or who facilitates the booking of such services, shall be liable for any errors occurring in the booking process in case they are actually involved in the booking process, unless such errors are attributable to the traveller or to unavoidable and extraordinary circumstances. In the context of an assisted travel arrangement based on the procurement of additional services,
travel services from another trader in a targeted manner through linked online booking processes as referred to in article 3 (5) (b), the retailer shall not be liable for booking errors resulting from errors committed by that trader. In this case, Member States shall ensure that the trader providing the additional travel services shall be liable for the errors occurring in the booking process of such services.

Or. en

Justification

Retailers should only be responsible for booking errors when they actually take part in the booking process. If, in the case of an ATA using linked online booking processes based on the transfer between traders of targeted information including travel destination and travel period (see amendment on article 3.5(b)), the trader providing the additional services makes booking mistakes, the latter should be the one liable for the booking errors, and not the retailer who had no control over the booking of additional services.

Amendment 429
Philippe Juvin

Proposal for a directive
Article 19

Text proposed by the Commission
Member States shall ensure that a retailer who has agreed to arrange the booking of a package or assisted travel arrangements or who facilitates the booking of such services shall be liable for any errors occurring in the booking process, unless such errors are attributable to the traveller or to unavoidable and extraordinary circumstances.

Amendment
(Does not affect the English version)

Or. fr

Justification

(Does not affect the English version)
Amendment 430  
Hans-Peter Mayer  
Proposal for a directive  
Article 20

Text proposed by the Commission
In cases where an organiser or, in accordance with Articles 15 or 18, a retailer pays compensation, grants price reduction or meets the other obligations incumbent on it under this Directive, no provision of this Directive or of national law may be interpreted as restricting its right to seek redress from any third parties which contributed to the event triggering compensation, price reduction or other obligations.

Amendment
1. In cases where an organiser or, in accordance with Articles 15 or 18, a retailer pays compensation, grants price reduction or meets the other obligations incumbent on him or her under this Directive, Member States shall ensure that the organiser or retailer has the right to seek redress from any third parties which contributed to the event triggering compensation, price reduction or other obligations.

2. The right to seek redress referred to in paragraph 1 shall also include the right of organisers and retailers to seek redress from travel services providers where an organiser or retailer is obliged to pay a compensation to a traveller under this Directive and the traveller at the same time has a right to compensation under other applicable Union law, including but not restricted to Regulation 261/2004 and Regulation 1371/2007. That right to seek redress may not be restricted in a contract.

3. Member States shall ensure that any restrictions on the right to seek redress referred to in paragraph 1 are reasonable and proportionate, in accordance with the applicable national law.

Or. en  

Justification
The article is unclear as to whether it recognises a right to redress for organisers or not. It may then be interpreted in 2 different ways. On the one hand the provision could be read as implying the recognition of such right, the details of which are left for national law. On the other hand, the provision could also be read as simply safeguarding the choice made at the national level to determine if and to what extent there is such right. This amendment clarifies
that this right:

- Shall exist for organisers in national law
- Exists where a traveller may also claim compensation under other EU law.

Amendment 431
Philippe Juvin

Proposal for a directive
Article 20

Text proposed by the Commission

In cases where an organiser or, in accordance with Articles 15 or 18, a retailer pays compensation, grants price reduction or meets the other obligations incumbent on it under this Directive, no provision of this Directive or of national law may be interpreted as restricting its right to seek redress from any third parties which contributed to the event triggering compensation, price reduction or other obligations.

Amendment

In cases where an organiser or, in accordance with Articles 11, 12, 15 or 18, a retailer pays compensation, grants price reduction or meets the other obligations incumbent on it under this Directive, Member States shall ensure that it has a right to seek redress from any third parties which contributed to the event triggering compensation, price reduction or other obligations.

Or. en

Justification

Although the current proposal is dedicated to B2C relations, it is nonetheless essential to underline that packages/assisted travel arrangements can be impacted by events/decisions triggered by third parties (e.g. bankruptcy of an air carrier, cancellation of flights, etc.). The revision of the 1990 Directive should be the opportunity to reinforce this aspect of B2B relations and oblige Member States to include appropriate and accessible means of redress for the organiser and the retailer concerned against third parties. The addition to articles 11 and 12 reflects the proposal put forward by Mr Philippe Juvin regarding targeted full harmonisation.

Amendment 432
Ivo Belet

Proposal for a directive
Article 21 – paragraph 2
2. Travellers may not waive the rights conferred on them by the national measures transposing this Directive.

Member States will transpose this directive at various administrative levels, depending on the structure of the State.

Amendment 433
Sergio Gaetano Cofferati

Proposal for a directive
Article 22

Text proposed by the Commission
Member States shall ensure that adequate and effective means exist to ensure compliance with this Directive.

Amendment
Member States shall ensure that adequate and effective means exist to ensure compliance with this Directive.

Member States shall furthermore ensure that adequate mechanisms are in place in order to ensure that no misleading practices from traders or organisers are in place, in particular creating the consumer's expectation to have rights and guarantees that are not provided alongside with a contract.

Amendment 434
Ivo Belet

Proposal for a directive
Article 23

Text proposed by the Commission
Member States shall lay down the rules on penalties which enforcement bodies may

Amendment
Member States shall lay down the rules on penalties which enforcement bodies may
impose on traders for infringing the 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.

impose on traders for infringing the 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.

Or. nl

Justification

Member States will transpose this directive at various administrative levels, depending on the structure of the State.

Amendment 435
Malgorzata Handzlik, Róża Gräfin von Thun und Hohenstein

Proposal for a directive
Article 27 – paragraph 1

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

Amendment
1. Member States shall adopt and publish, by [24 months after the entry into force of this Directive] at the latest, the laws, regulations and administrative provisions necessary to comply with this Directive. They shall forthwith communicate to the Commission the text of those provisions.

Or. pl

Justification

The proposed time-frame for implementing the directive (18 months) is inadequate, given the length of the legislative process and the impact of the regulations on businesses, which have to be given enough time to adapt their business activities to the new provisions. The time-frame for the adoption of the necessary provisions by the Member States should be extended appropriately. This amendment complements the amendments made by the rapporteur, which call for all deadlines to be 24 months.