AMENDMENTS 001-133
by the Committee on the Internal Market and Consumer Protection

Report
Hans-Peter Mayer

Package travel and assisted travel arrangements


Amendment 1
Proposal for a directive
Title 1

Text proposed by the Commission

Amendment

Amendment 2
Proposal for a directive
Recital 2

Text proposed by the Commission
(2) Tourism plays an important role in the economies of the Union and packages represent a significant proportion of that market. The travel market has undergone

Amendment
(2) Tourism plays an important role in the economies of the Union and package travel, package holidays and package tours (‘packages’) represent a significant
considerable changes since the adoption of Directive 90/314/EEC. In addition to traditional distribution chains, the Internet has become an increasingly important medium to offer travel services. Travel services are not only combined in the form of traditional prearranged packages, but are often combined in a customised fashion. Many of these travel products are either in a legal grey zone or are clearly not covered by Directive 90/314/EEC. This Directive aims to adapt the scope of protection to those developments, enhance transparency and increase legal certainty for travellers and traders.

Amendment 3
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 the rights and obligations arising from package contracts and linked travel arrangements is necessary for the creation of a real consumer internal market in that area, striking the right balance between a high level of consumer protection and the competitiveness of businesses.

Amendment 4
Proposal for a directive
Recital 7

Text proposed by the Commission

(7) The majority of travellers buying packages are consumers in the sense of

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. 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'.

Justification

Adding the reference to members and representatives makes it clear that the ‘employer’ is a legal entity. The criterion regarding 'companies which specialise in the arrangement of business travel' should be omitted, because it can lead to uncertainty. The framework agreement suffices as a prerequisite.

Amendment 5

Proposal for a directive

Recital 9

Text proposed by the Commission

(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

Amendment

(9) For the sake of transparency, packages should be distinguished from linked 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
obligations applying to packages. all obligations applying to packages.

Justification

Clarification of the notion of linked 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 6

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 metadata are used to place advertisements on websites.

Amendment

(11) At the same time, linked 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 linked travel arrangements should also be distinguished from linked websites which do not have the objective of concluding a contract with the traveller and 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 metadata are used to place advertisements on websites related to the travel destination or travel period specified for the first travel service chosen.

Amendment 7

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

Amendment

(13) Particular rules should be laid down in this Directive for both high street and on-line retailers which assist travellers, on the
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 8

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 not clearly and unambiguously provided the option of booking only the main service and not choosing any further services. Such practices should be regarded as misleading for travellers. As the existing legal framework has not yet allowed for their elimination and given that they are specific to linked travel arrangements, those practices should be banned under this Directive.
Amendment 9
Proposal for a directive
Recital 15 a (new)

Text proposed by the Commission

(15a) Before making the payment, travellers 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 10
Proposal for a directive
Recital 15 b (new)

Text proposed by the Commission

(15b) If travellers wish to continue to put together their own holidays outside of the scope of this Directive, albeit without the protection provided for in this Directive, they should be informed before payment is made that such holidays will not be covered by this Directive.

Amendment 11
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 that package is not specifically marketed to the traveller as a significant proportion of the trip or the
ancillary service clearly does not constitute the essential feature of the trip. Accommodation for residential purposes 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 12
Proposal for a directive
Recital 16 a (new)

Text proposed by the Commission

\[(16a)\text{ Carriage of passengers by bus, rail, water or air which includes accommodation, for example ferry crossings in cabins or railway journeys in sleeper cars, should be considered as single travel services, if the main component is clearly transport and such carriage is not combined with another travel service.}\]

Amendment 13
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

(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 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 travellers as such,
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.

clearly represents the reason for the trip, accounts for more than 25% of the total price or otherwise represents an essential 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 services provided as part of accommodation, should not be considered as tourist services in their own right.

Amendment 14
Proposal for a directive
Recital 18

Text proposed by the Commission

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

Amendment

(18) It should also be clarified that contracts by which a trader entitles the traveller after the conclusion of the contract to choose among a selection of different types of travel services, such as in the case of a package travel gift box, should constitute a package. Moreover, a combination of travel services should be considered as a package where the traveller's name and other personal data, such as contact details, credit card details or passport details, which are needed to conclude the booking transaction are transferred between the traders at the latest 24 hours after the booking of the first service is confirmed. On the other hand, the mere transfer of particulars such as the travel destination or travel times should not be sufficient. Cruises and multi-day train journeys including accommodation should also be considered as package travel, as they combine transport, accommodation and catering.

Amendment 15
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

(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 should be excluded from the scope of this Directive. Packages and linked travel arrangements that are occasionally offered or put together by natural or legal persons, such as non-profit organisations, including charitable organisations, football clubs and schools, where no direct or indirect financial gain is made from the sale of such packages or the facilitation of such linked travel arrangements, should also be excluded from the scope of this Directive.

Amendment 16

Proposal for a directive
Recital 19 a (new)

Text proposed by the Commission

(19a) Member States should remain competent, in accordance with Union law, to apply the provisions of this Directive to areas not falling within its scope. Member States may therefore maintain or introduce national legislation corresponding to all or some of the provisions of this Directive in relation to contracts that fall outside the scope of this Directive. For example, Member States may apply the provisions of this Directive to packages and linked travel arrangements that are occasionally offered or put together by natural or legal persons where no direct or indirect financial gain is drawn from the sale of those packages or the facilitation of those linked travel arrangements, and to packages and linked travel arrangements covering a period of less than 24 hours and which do not include accommodation.
Amendment 17
Proposal for a directive
Recital 20 a (new)

Text proposed by the Commission

Amendment

(20a) Directive 90/314/EEC has given discretion to the Member States to define if retailers, organisers or both retailers and organisers should be liable for the proper performance of a package. This flexibility has led to ambiguity in some Member States as to whether traders involved in a package were liable for the performance of the relevant services, in particular in the online booking process. Therefore, it is appropriate to clarify in this Directive that organisers are responsible for the performance of the travel services included in the contract, unless the national legislation also provides expressly for the possibility for the organiser or the retailer to be held liable.

Amendment 18
Proposal for a directive
Recital 21

Text proposed by the Commission

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. 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.

(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 retailers are liable for booking errors, where they make mistakes in the booking process. 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.
Justification

Alignment with wording of recital 37.

Amendment 19

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.

Amendment 20

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 travellers 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 any need for specific rules requiring
Operators and airlines often 'lure' customers with attractive flight times, but then switch the flights at short notice to cheaper slots in the middle of the night, especially in the case of packages. In the interests of better service, operators/airlines should be required to adhere to the agreed flight times and provide information on their slots in good time, so that travellers can make the necessary preparations and book the trip as it will actually be organised.

Amendment 21
Proposal for a directive
Recital 23 b (new)

Text proposed by the Commission

Amendment

(23b) Flight times should be a fixed part of the contract and one of the main characteristics of a travel service. They should not differ significantly from the times indicated to travellers in the pre-contractual information.

Amendment 22
Proposal for a directive
Recital 26

Text proposed by the Commission

Amendment

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

Extraordinary circumstances like warfare, including terrorism, or a natural disaster, including hurricanes and earthquakes, or political instability, which puts travellers' safety at risk will significantly affect the package, when those events have occurred after the conclusion of the travel contract. 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

If the traveller has made the booking in the knowledge that such circumstances have occurred, free termination would not be proportionate.

Amendment 23

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, the organiser should also 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 contract clause.

Amendment 24

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,

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.

Travellers should have the right to terminate the contract without any obligation to pay compensation or to accept an alternative equivalent travel package offered by the organiser if the price increases exceed 8% of the original price of the package.

Justification

Under the previous regulation, justified price increases of over 8% would not be possible.

Amendment 25

Proposal for a directive
Recital 28 a (new)

Text proposed by the Commission

(28a) Price increases should always be justified in writing. If the price is increased by more than 8%, the traveller should be offered in writing the possibility of terminating the contract or accepting an alternative travel package equivalent in price to that booked. If the traveller does not take advantage of that possibility, the travel package at the higher price should be considered as accepted. The burden of proof regarding receipt of the notification in writing should remain with the organiser.
Amendment 26

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\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}.

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\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\textsuperscript{22}.


\textsuperscript{19} 2013/103/EU: Council Decision of 16 June 2011 on the signing and conclusion of


\textsuperscript{21} 2013/103/EU: Council Decision of 16 June 2011 on the signing and conclusion of


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 27

Proposal for a directive

Recital 31

Text proposed by the Commission

(31) This Directive should not affect 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 fully 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 also 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.

Justification

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

Amendment 28

Proposal for a directive
Recital 32

Text proposed by the Commission

(32) If the traveller is in difficulty during the trip or holiday, the organiser should be obliged to give prompt assistance. Such assistance should consist mainly in providing, where appropriate, information on aspects such as health services, local authorities and consular assistance, as well as practical help, for instance with regard to distance communications and alternative

Amendment

(32) If the traveller is in difficulty during the trip or holiday, the organiser should be obliged to give appropriate assistance without undue delay. Such assistance should consist mainly in providing, where appropriate, information on aspects such as health services, local authorities and consular assistance, as well as practical help, for instance with regard to distance
travel arrangements. communications and the procurement of alternative travel arrangements.

Justification

It should be made clear that the organiser is not obliged, for example, to also assume the costs of the alternative travel arrangements required by the traveller. It is not the responsibility of the organiser if the traveller falls into and/or finds himself in difficulty.

Amendment 29

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 immediate refund of all travellers affected by the insolvency.

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 a business involved in the linked travel arrangement. Member States 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 insolvency protection schemes are effective and able to guarantee prompt repatriation and the immediate refund of all travellers affected by the insolvency.

Where a traveller 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 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, 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.

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\(^\text{25}\), 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.


Amendment 30

Proposal for a directive

Recital 40

\textit{Text proposed by the Commission}

(40) The adoption of this Directive makes it necessary to adapt certain consumer protection acts. Taking into account that Directive 2011/83/EU of the European Parliament and the Council of 25 October 2011 on consumer rights\(^\text{26}\) in its current form does not apply to contracts covered by Directive 90/314/EEC, it is necessary to amend Directive 2011/83/EU to ensure that it applies to assisted travel arrangements and that certain consumer rights laid down in that Directive also apply to packages.


\textit{Amendment}

(40) The adoption of this Directive makes it necessary to adapt certain consumer protection acts. Taking into account that Directive 2011/83/EU of the European Parliament and the Council in its current form does not apply to contracts covered by Directive 90/314/EEC, it is necessary to amend Directive 2011/83/EU to ensure that it continues to apply to individual travel services that form part of a linked travel arrangement, insofar as those individual services are not otherwise excluded from the scope of Directive 2011/83/EU and that certain consumer rights laid down in that Directive also apply to packages.

Amendment 31

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

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

Amendment 32

Proposal for a directive

Article 1 a (new)

Text proposed by the Commission

Article 1a

Level of harmonisation

Unless otherwise provided for in this Directive, Member States shall not maintain or introduce, in their national law, provisions diverging from those laid down in this Directive, including more or less stringent provisions which would ensure a different level of consumer protection.

Justification

The new text is identical to Article 4 of the Consumers Rights Directive of 2011. It was included in the interests of consistency and is intended to clarify the level of harmonisation, which was vaguely worded in the Commission proposal.
Amendment 33

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

Text proposed by the Commission

(aa) packages and linked travel arrangements that are occasionally offered or put together by natural or legal persons where no direct or indirect financial gain is made from the sale of those packages or the facilitation of those linked travel arrangements and where the traveller has been duly informed by the responsible trader that this Directive shall not apply to such package or travel arrangement;

Amendment

Amendment 34

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

(b) ancillary contracts covering financial services;

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 35

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 **linked** travel arrangements purchased on the basis of a framework contract *for business travel between a business on whose behalf the traveller is travelling* and a trader;

Amendment 36

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 **the latter** service does not account for a significant proportion of the package or clearly does not represent the reason for the trip or the ancillary service is clearly not marketed as the main element of the trip; or

Amendment 37

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

Text proposed by the Commission

*(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 as referred to in points (b), (c) or (d) of Article 3(1).*

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 as referred to in points (b), (c) or (d) of Article 3(1).*

Amendment 38

Proposal for a directive
Article 3 – point 1 – point b
Text proposed by the Commission

(b) accommodation other than for residential purpose.

Amendment

(b) accommodation for residential purposes, provided that such accommodation clearly serves a touristic purpose.

Amendment 39

Proposal for a directive
Article 3 – point 1 – point c

Text proposed by the Commission

(c) car rental or

Amendment

(c) rental of cars, other vehicles or other means of transport, or

Amendment 40

Proposal for a directive
Article 3 – point 1 – point d

Text proposed by the Commission

(d) any other tourist service not ancillary to carriage of passengers, accommodation or car rental;

Amendment

(d) any other tourist service not ancillary to carriage of passengers, accommodation or rental of cars, other vehicles or other means of transport;

Justification

Only including car hire could create difficulties in that none of the other categories of transport where consumers might hire a means of conveyance (a boat or a bicycle for instance) would not be included.

Amendment 41

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 of those services have been selected by the traveller before the traveller has agreed to
Amendment 42
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

Amendment 43
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,

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

Amendment 44
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 and other personal data, such as contact details, credit card details or passport details, needed to conclude a booking transaction are transferred between the traders at the latest 24 hours after the booking of the first service is confirmed;

Amendment 45
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 at least two different types of travel services for the purpose of the same trip or holiday, not constituting a package, resulting in the conclusion of separate contracts with the individual travel service providers, if one of the providers involved or a retailer facilitates the combination:

(This amendment: change of 'assisted' to 'linked' applies throughout the text. Adopting it will necessitate corresponding changes throughout.)

Amendment 46

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) where the traveller selects and agrees to pay for each travel service separately on the occasion of a single visit or contact with the point of sale; or

Amendment 47

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 where at least the traveller's name or contact details are transferred to the other trader and such additional services are procured at the latest 24 hours after the booking of the first service is confirmed;
Amendment 48

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) ‘organiser’ means a trader who combines and sells or offers for sale packages, either directly or through another trader or together with another trader or who facilitates the combination and procurement of such packages; 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

This is to ensure that all trading models are taken into account and prevent loop holes.

Amendment 49

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

Text proposed by the Commission

(a) sells or offers for sale packages or

Amendment

(a) sells or offers for sale packages put together by the organiser; or

Justification

The wording is taken from the old directive and should be retained in order to demarcate the two participants more clearly.

Amendment 50

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

Text proposed by the Commission

(b) facilitates the procurement of travel services which are part of an assisted travel arrangement by assisting travellers in

Amendment

(b) facilitates the procurement of travel services which are part of a linked travel arrangement by assisting travellers in

Justification
concluding separate contracts for travel services with individual service providers;

concluding separate contracts for travel services with individual service providers, one of whom may be the retailer himself.

Justification

The proposed wording is unclear in relation to cases in which a provider initially sells a service in his own name and subsequently makes it possible for the consumer to book further services from other providers. The proposed amendment makes it clear that a retailer who sells his own service (e.g. an airline) and subsequently makes it possible to book further travel services from other providers falls within the scope of the directive.

Amendment 51

Proposal for a directive
Article 3 – point 11

<table>
<thead>
<tr>
<th>Text proposed by the Commission</th>
<th>Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>(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;</td>
<td>(11) 'unavoidable and extraordinary circumstances' means an unforeseeable situation beyond the control of the trader, the consequences of which could not have been avoided even if all due care had been exercised;</td>
</tr>
</tbody>
</table>

Amendment 52

Proposal for a directive
Article 3 – point 12

<table>
<thead>
<tr>
<th>Text proposed by the Commission</th>
<th>Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>(12) ‘lack of conformity’ means lack of and improper performance of the travel services included in a package.</td>
<td>(12) ‘lack of conformity’ means lack of or improper performance of the travel services included in a package;</td>
</tr>
</tbody>
</table>

Amendment 53

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

<table>
<thead>
<tr>
<th>Text proposed by the Commission</th>
<th>Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>(12a) 'ancillary services’ means a non-stand-alone touristic service in the context of the provision or supplementing of</td>
<td></td>
</tr>
</tbody>
</table>
travel services such as, in particular, travel insurance, transport between a station and the accommodation or to the airport of departure and in the context of excursions, transport of luggage, meals and cleaning services provided as part of accommodation.

Justification

The term ‘ancillary services’ should be defined in the body of the legislative text, not just in Recital 17.

Amendment 54

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:

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 55

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

Text proposed by the Commission

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

Amendment

(i) the travel destination(s), itinerary and periods of stay, with dates, and the number of nights included;
### Amendment 56

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

<table>
<thead>
<tr>
<th>Text proposed by the Commission</th>
<th>Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>(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;</td>
<td>(ii) the means, characteristics and categories of transport, the points, dates and time of departure and return, the duration and places of intermediate stops and transport connections. Where the exact time is not yet determined, the trader shall inform the traveller of the approximate time of departure and return. Where no indicative time can be determined, the retailer shall inform the traveller accordingly;</td>
</tr>
</tbody>
</table>

### Amendment 57

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

<table>
<thead>
<tr>
<th>Text proposed by the Commission</th>
<th>Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>(iii) the location, main features and tourist category of the accommodation;</td>
<td>(iii) the location, main features and official category of the accommodation assigned by the competent body in the place in which the accommodation is located;</td>
</tr>
</tbody>
</table>

**Justification**

*This is an essential feature and should be clear and binding.*

### Amendment 58

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

<table>
<thead>
<tr>
<th>Text proposed by the Commission</th>
<th>Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>(va) whether any of the travel services shall be provided to the traveller as a part</td>
<td></td>
</tr>
</tbody>
</table>
of a group and, if that is the case, how many people are expected to participate;

Amendment 59
Proposal for a directive
Article 4 – paragraph 1 – point a – point vi

Text proposed by the Commission Amendment

vi) the language(s) in which the activities will be carried out and deleted

Justification

The liability risk for travel agents inherent in transferring this information is too great, as the proposal provides for the obligation to provide information on the languages involved in all service sectors of the destination.

Amendment 60
Proposal for a directive
Article 4 – paragraph 1 – point a – point vii

Text proposed by the Commission Amendment

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

(vii) upon traveller request, whether access for persons with a certain degree of reduced mobility is guaranteed throughout the trip or holiday;

Justification

Persons with reduced mobility may also, for example, be partially sighted or pregnant. It would surely be going too far to require information to be provided for every possible category. However, this information must always be provided in response to a specific request.

Amendment 61
Proposal for a directive
Article 4 – paragraph 1 – point c

Text proposed by the Commission 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; where those costs cannot reasonably be calculated in advance, the fact that the traveller may have to bear such additional costs and the nature of such 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;

Amendment 62
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) where appropriate, the minimum number of persons required for the package to take place and the time-limit referred to in Article 10(3) before the start of the package for the possible cancellation if that number is not reached;

Justification
A blanket cancellation period of 20 days for all kinds of travel is too rigid: a graduated system is therefore recommended. See the amendment to Article 10(3).

Amendment 63
Proposal for a directive
Article 4 – paragraph 1 – point f a (new)

Text proposed by the Commission
(fa) information on the optional conclusion of an insurance policy to cover the costs of cancellation by the traveller or the cost of repatriation in the event of accident or illness;

Amendment
(fa) information on the optional conclusion of an insurance policy to cover the costs of cancellation by the traveller or the cost of repatriation in the event of accident or illness;

Justification
This provision from the original Directive 90/314/EEC should be retained, as a statutory health insurance policy is not an adequate substitute for such insurance.
Amendment 64
Proposal for a directive
Article 4 – paragraph 1 – point g a (new)

Text proposed by the Commission

Amendment

(ga) information that, in accordance with Article 10, the traveller or the organiser may terminate the contract at any time before the start of the package and upon the payment of an applicable reasonable standardised termination fee, if any;

Amendment 65
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, such transfer.

Amendment 66
Proposal for a directive
Article 4 – paragraph 1 a (new)

Text proposed by the Commission

Amendment

1a. Where a package is sold through a retailer, the retailer shall provide the traveller without delay with the full information referred to in paragraph 1.

Justification

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

Amendment 67
Proposal for a directive
Article 4 – paragraph 2
2. The information referred to in paragraph 1 shall be provided in a clear and prominent manner.

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 68
Proposal for a directive
Article 4 – paragraph 2 a (new)

Text proposed by the Commission

2a. 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 points (a)(i), (ii), (iii), (iv), (v), (c), and (d) of paragraph 1. The second subparagraph of Article 8(2) 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 69
Proposal for a directive
Article 4 – paragraph 2 b (new)

Text proposed by the Commission

2b. As regards compliance with the information requirements laid down in
this Chapter, the burden of proof shall be 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 70

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), (f), (g) and (ga) of Article 4(1), which shall form an integral part of the package travel contract and shall not be altered unless the contracting parties expressly agree otherwise. All changes to the pre-contractual information shall be communicated to the traveller in writing in a clear and prominent manner before the conclusion of the contract.

Justification

Passport and visa requirements and time limits may also change in the countries visited. In that case, the organiser must likewise change this information and above all communicate it.

Amendment 71

Proposal for a directive

Article 5 – paragraph 2

Text proposed by the Commission

2. If the information on additional charges, fees or other costs referred to in point (c) of Article 4 is not provided prior to the conclusion of the contract, the traveller

Amendment

2. If the information on additional charges, fees or other costs referred to in point (c) of Article 4(1) is not provided in writing prior to the conclusion of the contract, the
shall not bear those fees, charges or other costs.

Amendment 72
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 73
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
(Does not affect the English version.)

Amendment 74
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 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 75

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

<table>
<thead>
<tr>
<th>Text proposed by the Commission</th>
<th>Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>(c) the details of a contact point where the traveller can complain about any lack of conformity which he perceives on the spot;</td>
<td>deleted</td>
</tr>
</tbody>
</table>

### Amendment 76

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

<table>
<thead>
<tr>
<th>Text proposed by the Commission</th>
<th>Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>(d) the name, geographical address, telephone number and e-mail address of the organiser’s local representative or contact point whose assistance a traveller in difficulty could request or, where no such representative or contact point exists, an emergency telephone number or the indication of other ways of contacting the organiser;</td>
<td>deleted</td>
</tr>
</tbody>
</table>

### Amendment 77

**Proposal for a directive**  
**Article 6 – paragraph 2 – point e**
<table>
<thead>
<tr>
<th>Text proposed by the Commission</th>
<th>Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>(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);</td>
<td>deleted</td>
</tr>
</tbody>
</table>

**Amendment 78**

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

<table>
<thead>
<tr>
<th>Text proposed by the Commission</th>
<th>Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>(f) where minors travel on a package that includes accommodation, information enabling direct contact with the minor or the person responsible at the minor's place of stay;</td>
<td>(f) where minors travel <em>unaccompanied by their parents or guardians</em> on a package that includes accommodation, information enabling direct contact with the minor or the person responsible at the minor's place of stay <em>by a parent or guardian</em>;</td>
</tr>
</tbody>
</table>

**Amendment 79**

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

<table>
<thead>
<tr>
<th>Text proposed by the Commission</th>
<th>Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>(g) information on available alternative and online dispute resolution mechanisms</td>
<td>(g) information on available <em>in-house complaint handling procedures and alternative dispute resolution mechanisms pursuant to Directive 2013/11/EU of the European Parliament and of the Council</em>(^1) and online dispute resolution mechanisms <em>pursuant to Regulation (EU) No 524/2013 of the European Parliament and of the Council</em>(^2).</td>
</tr>
</tbody>
</table>


Justification

Both of these legislative instruments have been adopted and should therefore be applied in this form, thus preventing the confusion which might be caused by vague references.

Amendment 80

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.

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 81

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

Amendment

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

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

(b) all relevant contact details in case the traveller perceives any lack of conformity, and details of how the traveller should proceed;

(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.

Justification

This information was transferred from Art. 6 paragraph 2 point (c) and (d) (information given with the confirmation of the contract), because it is more important for the traveller to receive them in good time before the start of the trip.

Amendment 82

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 notice on a durable medium within a maximum of seven days before the start of the package, transfer the contract to a person who satisfies all the conditions applicable to that contract.

Justification

Undefined periods should be avoided.

Amendment 83

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 possible costs of such transfer, which in any case** shall not be unreasonable and shall not exceed the actual cost **incurred** by the organiser.

Amendment 84

Proposal for a directive  
Article 7 – paragraph 2 – subparagraph 1 a (new)

_Text proposed by the Commission_  

The organiser shall be responsible for providing proof of the additional fees, charges or other costs arising from the transfer of the contract.

Amendment 85

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,

_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 86

Proposal for a directive
Article 8 – paragraph 1 a (new)

Text proposed by the Commission

Amendment

1a. A price reduction pursuant to paragraph 1 of 3% or more shall be passed on to the traveller. A price increase pursuant to paragraph 1 may be passed on to the traveller only if the price changes by 3% or more. In the event of a price reduction of 3% or more, the organiser may charge a lump sum of EUR 10 per traveller for administrative expenses.

Justification

In order to avoid disproportionate effort and costs, a de minimis threshold should be introduced.

Amendment 87

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. If the price increase referred to in paragraph 1 exceeds 8% of the price of the package, Article 9(2) shall apply.

Justification

Otherwise a blanket price increase would be perfectly possible and permissible without any requirement to give reasons.

Amendment 88

Proposal for a directive
Article 8 – paragraph 3

Text proposed by the Commission

Amendment

3. The price increase referred to in paragraph 1 shall be valid only if the organiser notifies the traveller of it with a

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

Amendment 89

Proposal for a directive
Article 9 – paragraph 1

Text proposed by the Commission
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
1. Member States shall ensure that, before the start of the package, the organiser may not unilaterally change contract terms other than the price in accordance with Article 8, unless:

Amendment 90

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

Text proposed by the Commission
(b) the change is insignificant and

Amendment
(b) the change is insignificant in particular with regard to the elements set out in points (a) and (d) of Article 4(1); and

Amendment 91

Proposal for a directive
Article 9 – paragraph 1 a (new)

Text proposed by the Commission

Amendment

1a. A change in the terms of a contract shall in particular be considered to be significant within the meaning of paragraph 2 of this Article if the time of departure and return provided in accordance with point (a)(ii) of Article 4(1) diverges by more than three hours from the actual time of departure or return or, if it is not within the part of the day indicated in the pre-contractual
Amendment 92

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(1) or special requirements as referred to in point (a) of Article 6(2) or to increase the price of the package by more than 8% of the contractual price in accordance with Article 8(2), the organiser shall without undue delay inform the traveller in a clear and prominent manner on a durable medium of:

Amendment 93

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

Text proposed by the Commission

(a) the proposed changes and

Amendment

(a) the proposed changes and their impact on the price of the package; and

Amendment 94

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

Text proposed by the Commission

(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.

Amendment

(b) the fact that the traveller may terminate the contract without penalty within a specified reasonable time-limit or accept an alternative equivalent travel package offered by the organiser;
Justification

If travellers are only given a right of termination, they will be left with no short-term alternative, as no suitable – and suitably priced – replacement is likely to be available shortly before a trip is due to begin. Organisers must therefore offer an alternative.

Amendment 95

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

Text proposed by the Commission

(ba) the fact that the proposed change to the contract shall be deemed to have been accepted if the traveller has not exercised the right of termination or accepted an alternative travel package offered by the organiser.

Amendment 96

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 alternative travel 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.

Amendment 97

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

Amendment

4. If the contract is terminated pursuant to point (b) of paragraph 2, the organiser shall refund all payments received from the traveller within 14 days of the termination of the contract, including payments for ancillary services booked through the
compensation in accordance with Article 12.

organiser, such as travel insurance, cancellation insurance or additional activities on the spot booked in advance. The traveller shall, where appropriate, be entitled to compensation in accordance with Article 12.

Justification

All costs arising from the booking must be fully reimbursed.

Amendment 98

Proposal for a directive

Article 10 – paragraph 1

Text proposed by the Commission

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

Amendment

1. Member States shall ensure that the traveller may terminate the contract before the start of the package against payment of an appropriate compensation to the organiser. The contract may specify reasonable standardised termination fees based on the time of the termination and the customary cost savings and income from alternative deployment of the travel services. In the absence of standardised termination fees, the amount of the compensation shall correspond to the price of the package minus the expenses proved to have been saved by the organiser which cannot be recovered from the travel service providers or through alternative deployment of those services. Fees due for the termination of the contract, including administrative fees, shall not be disproportionate or excessive. The organiser shall provide a justification for the calculation of the amount of the compensation or the standardised termination fees. The burden of proof that the compensation is appropriate shall be on the organiser.

Justification

Standardised termination fees and compensations do not usually correspond to the real costs borne by the organiser. The termination of a contract by a traveller before the start of the
package could give the organiser unjustifiably higher profits through the alternative deployment of the travel services in combination with too high standardised termination fees or compensation. Only the organiser can indicate what expenses he is saving. Only he knows the expenses incurred elsewhere.

Amendment 99
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. Once the travel contract has been concluded, 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 the essential elements of the package travel contract. Such unavoidable and extraordinary circumstances shall be deemed to exist, for example, if the package is significantly affected by warfare or a natural disaster. Unavoidable and extraordinary circumstances shall 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

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. This addition is consistent with the wording of Recital 26, which, for the sake of clarity, should also be incorporated into the operative part of the legislative text. The right to terminate the contract may not apply if the traveller booked the package in the knowledge that extraordinary circumstances prevailed at the place of destination.
Amendment 100

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.

Amendment

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 101

Proposal for a directive
Article 10 – paragraph 3 – introductory part

Text proposed by the Commission

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

Amendment

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

Amendment 102

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 but not later than:

(i) 20 days before the start of the package in the case of trips lasting more than six
days,

(ii) seven days before the start of the package in the case of trips lasting between two and six days,

(iii) 48 hours before the start of the package in the case of one-day trips, or

Justification

The blanket time limit of 20 days for all types of package is too rigid, and should be replaced by graduated time limits based on the proven Austrian system. This makes sense for both parties: for the undertaking, but above all for the consumer, because it is not in the latter's interests for a one-day trip to be cancelled solely on the grounds that the organiser is required by law to finalise the number of participants 20 days in advance.

Amendment 103

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, 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)).

Amendment 104

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

Amendment

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.

suitable alternative arrangements, at no extra cost to the traveller, for the continuation of the package, with service quality at least equivalent to that specified under the contract, including where the traveller's return to the place of departure is not provided as agreed.

Amendment 105

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. Compensation shall be made within 14 days.

Amendment 106

Proposal for a directive
Article 11 – paragraph 4 a (new)

Text proposed by the Commission

4a. If paragraph 4 applies, the traveller may terminate the contract where the lack of conformity is significant and subsequent performance is not possible or is unsuccessful.

Amendment

4a. If paragraph 4 applies, the traveller may terminate the contract where the lack of conformity is significant and subsequent performance is not possible or is unsuccessful.
Amendment 107

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 accommodation consistent with the category of hotel originally booked. The traveller may book accommodation himself only if the organiser expressly states that he is unwilling or unable to do so. In such cases, the organiser may limit the cost of accommodation to EUR 125 per night per traveller.**

Justification

* A compromise acceptable to all parties must be found on this issue. If the organiser arranges accommodation himself, he should bear the cost for up to five nights, with no ceiling applied. If the traveller is required to book accommodation, however, the relevant reimbursement should cover up to three nights' accommodation with no ceiling applied or up to five nights' subject to a ceiling of EUR 125 per night.

Amendment 108

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**, 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 the time of conclusion of the package travel**.
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 109

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

_Text proposed by the Commission_

7a. Member States may maintain or introduce provisions which provide that the retailer is also liable for the performance of the package and therefore bound by the obligations arising from this Article and point (b) of Article 6(2), Articles 12, 15(1) and 16.

Amendment 110

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

_Text proposed by the Commission_

7b. Any right to compensation of the traveller under Regulation (EC) No 261/2004 is independent of any right to compensation of the traveller under this Directive. If the traveller is entitled to compensation under both Regulation (EC) No 261/2004 and this Directive, the traveller shall be entitled to present claims

under both legal acts, but may not cumulate rights under both legal acts in relation to the same facts if the rights protect the same interest or have the same objective.

Amendment 111

Proposal for a directive
Article 12 – paragraph 4

Text proposed by the Commission

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

Amendment

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

Amendment 112

Proposal for a directive
Article 12 – paragraph 5

Text proposed by the Commission


Amendment

but may not, in relation to the same facts, cumulate rights under different legal bases if the rights safeguard the same interest or have the same objective.

Rights under different legal bases which relate to the same facts may not be cumulated.

Justification

This amendment is consistent with the amendments to the air passenger rights regulation and takes account of the case pending before the CJEC (Doc. XZR/111/12).

Amendment 113

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 114

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 *appropriate* assistance *without undue delay* to the traveller in difficulty, in particular by:

Amendment 115

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.

*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 116

Proposal for a directive
Article 14 – paragraph 2

**Text proposed by the Commission**

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 shall be able to charge a reasonable fee for such assistance if the situation is caused by the traveller's negligence or intent. *That fee shall not in any case exceed the actual costs incurred by the organiser.*

Amendment 117

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 of linked travel arrangements facilitating the procurement of linked travel arrangements established in their territory obtain a security for the effective and immediate 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. Where that is possible, continuation of the trip shall be offered.

Justification

It seems necessary to clearly indicate who is responsible for which insolvency. Otherwise traders will not get any kind of insurance anymore due to the lack of calculability.

Amendment 118

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

Text proposed by the Commission

1a. Member States shall allow organisers of packages, retailers facilitating the procurement of linked travel arrangements and passenger carriers established outside of their territory or outside the Union to obtain insolvency protection under their national insolvency protection schemes.

Amendment

1a. Member States shall allow organisers of packages, retailers facilitating the procurement of linked travel arrangements and passenger carriers established outside of their territory or outside the Union to obtain insolvency protection under their national insolvency protection schemes.

Justification

Some Member States restrict the membership in their national insolvency protection schemes to companies established on their territory, which is a clear case of discrimination and a significant hurdle to the functioning of the Single Market.

Amendment 119

Proposal for a directive
Article 16 – paragraph 4
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.

**Justification**

Leaving the text unchanged would create a liability loophole. The amendment should be seen in conjunction with Article 15(1).

**Amendment 120**

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

<table>
<thead>
<tr>
<th>Text proposed by the Commission</th>
<th>Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>(ba) that the traveller will, however, benefit from the rights granted by Directive 2011/83/EU except where that Directive provides otherwise.</td>
<td></td>
</tr>
</tbody>
</table>

**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 121**

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

<table>
<thead>
<tr>
<th>Text proposed by the Commission</th>
<th>Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Where the trader facilitating the procurement of assisted travel arrangements has not complied with the</td>
<td></td>
</tr>
</tbody>
</table>


requirements set out in point (b) of paragraph 1, the traveller shall enjoy all the guarantees and the rights granted by this Directive in respect of package travel.

Amendment 122

Proposal for a directive
Article 17 a (new)

Text proposed by the Commission

Amendment

Article 17a

Informing the retailer of additional travel services booked in the framework of linked travel arrangements through linked online booking processes

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

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 123

Proposal for a directive
Article 17 b (new)
Traders facilitating the procurement of linked travel arrangements online

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

Amendment 124

Proposal for a directive
Article 18

Where the organiser is established outside the EEA, the retailer established in a Member State shall be subject to the obligations laid down for organisers in Chapters IV and V, unless the retailer provides evidence that the organiser complies with Chapters IV and V.

Amendment

Where the organiser is established outside the EEA, the retailer established in a Member State shall be subject to the obligations laid down for organisers in Chapters IV and V, unless the retailer provides evidence that the organiser complies with Chapters IV and V. Where an organiser, which is established outside the EEA, acts as retailer, existing liability for compensation in respect of the breach of other aspects of the contractual duty of care shall apply. Those provisions shall be without prejudice to other national retailer liability rules.

Amendment 125

Proposal for a directive
Article 18 a (new)

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

Justification

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

Amendment 126

Proposal for a directive
Article 18 b (new)

<table>
<thead>
<tr>
<th>Text proposed by the Commission</th>
<th>Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 18b</td>
<td></td>
</tr>
<tr>
<td><strong>Formal requirements for contracts</strong></td>
<td></td>
</tr>
<tr>
<td>1. Member States shall ensure that all contracts covered by this Directive are in plain and intelligible language and, insofar as they are in writing, legible. The language of the contract shall be the same as that of the pre-contractual information.</td>
<td></td>
</tr>
<tr>
<td>2. The contract shall be provided on a durable medium. With respect to off-premises contracts, the contract shall be provided also on paper.</td>
<td></td>
</tr>
<tr>
<td>3. If the contract is concluded by telephone, the trader shall confirm the offer to the traveller on a durable medium and the traveller shall only be bound when he signs the contract or sends his written agreement on a durable medium.</td>
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</tr>
</tbody>
</table>

Amendment 127

Proposal for a directive
Article 19
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.

Member States shall ensure that a retailer who has agreed to arrange the booking of a package or linked travel arrangements or who facilitates the booking of such services, shall be liable for failure to provide with the information provided by the organiser pursuant to Article 4(1), for providing incomplete information or for making errors occurring in the booking process in case they are actually occurred in the booking process. A retailer shall not be held liable where such errors are attributable to the traveller or to unavoidable and extraordinary circumstances. In the context of linked travel arrangement based on the procurement of additional travel services from another trader in a targeted manner through linked online booking processes as referred to in point (b) of point 5 of Article 3, the retailer shall not be liable for booking errors resulting from errors committed by that trader. In that 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.

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 128

Proposal for a directive
Article 20

Text proposed by the Commission

In cases where an organiser or, in

Amendment

I. 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.

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 obligation.

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 (EC) No 261/2004 and Regulation (EC) No 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.

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 129

Proposal for a directive
Article 22
Member States shall ensure that adequate and effective means exist to ensure compliance with this Directive.

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 to ensure that no misleading practices from traders or organisers are in place, in particular creating an expectation on the part of consumer of rights and guarantees that are not provided for in the relevant contract.

**Amendment 130**

**Proposal for a directive**

**Article 26 – paragraph 1**

*Text proposed by the Commission*

Directive 90/314/EC is repealed as of [18 months after the entry into force of this Directive].

*Amendment*

Directive 90/314/EC is repealed as of [24 months after the entry into force of this Directive].

**Amendment 131**

**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 measures.

**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.

Amendment 132
Proposal for a directive
Article 27 – paragraph 1

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.

(Does not affect the English version.)

Amendment 133
Proposal for a directive
Article 27 – paragraph 2

2. They shall apply those provisions from [18 months after the entry into force of this Directive].

2. They shall apply those measures from [24 months after the entry into force of this Directive].