

## Package Travel Directive (2015/2302)

### What is the aim of the directive? (Art. 1)

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

### Scope (Art. 2)

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

### Key points

#### 1. Information (Art. 5)

The following information should be provided by the organiser or retailer before a contract is signed, where applicable to the package:

itinerary with dates and number of nights included;

transport provided, including the times of departure and return, stops and connections;

accommodation details;

meal plan;

visits or other services to be included;

where group travel is involved, approximate size of the group;

the language of tourist services where appropriate;

suitability of the trip for persons with reduced mobility and, on the traveller's request, the suitability of the trip or holiday taking into account the traveller's needs;

contact details;

the total price inclusive of taxes and any additional costs;

arrangements for payment;

the minimum number of persons required for the package to take place and the time limit for possible cancellation for this reason;

passport and visa requirements, as well as information on health formalities;

the traveller may terminate the contract at any time before the start of the package in return for payment of an appropriate fee, or standardised termination fees requested by the organiser;

optional or compulsory insurance to cover a termination of the contract by the traveller or the cost of assistance in the event of accident, illness or death.

The contract confirmation will include the items above and the following additional information:

special requirements of the traveller which the organiser has accepted;

information that the organiser is responsible for the proper performance of all travel services included in the contract, and that the organiser is obliged to provide assistance if the traveller is in difficulty;

contact details of the insolvency protection organisation, and of the organiser's local representative or of a contact point or any other service which enables the traveller to contact the organiser quickly and efficiently;

information that the traveller is required to communicate any lack of conformity;

for unaccompanied children, information enabling direct contact with the child or the person responsible for the child, where the child is staying;

information on complaint-handling procedures;

the traveller's right to transfer the contract.

In good time before the start of the package, the organiser will provide the necessary receipts, vouchers and tickets and the necessary travel information.

#### 2. Price increases (Art. 10)

Price increases (limited to 8 % in most cases) are only allowed if the contract expressly reserves that possibility (in which case price reductions can also be claimed) and if they directly result from:

cost of fuel or other power sources;

third-party tax or fee increases;

exchange rates.

Any price increase should be notified at least 20 days before the start of the package.

#### 3. Contract termination (Art. 12)

Where the organiser makes significant changes to the contract, or increases the price by more than 8 %, the traveller can, before the start of the package, either accept the change, accept a substitute package (of equal or higher value), or has the right to terminate the contract with any payment refunded within 14 days.

The traveller can terminate the contract at any time before the start of the package (paying an appropriate fee).

The traveller can also terminate (without paying a fee) in the event of unavoidable and extraordinary circumstances occurring at the place of destination or its immediate vicinity and significantly affecting the performance of the package, or which significantly affects the transport of passengers to the destination.

There will be a full refund but no additional compensation.

#### 4. Performance (Art. 13 to 16)

The package organiser is responsible for the performance of the travel services in the contract, even if they are carried out by other providers. There are rules for non-compliance, termination and compensation:

If any of the travel services are not performed in accordance with the contract, the organiser will remedy the lack of conformity, unless that is impossible or if the costs are disproportionate.

Where a significant proportion of the travel services cannot be provided as agreed, suitable alternative arrangements of equivalent or higher quality should be offered at no extra cost.

If the traveller's return cannot be ensured because of 'unavoidable and extraordinary circumstances', the organiser will pay the cost of accommodation for up to 3 nights.

The traveller may terminate the contract without paying a termination fee if a lack of conformity substantially affects the performance of the package and the organiser has failed to remedy it.

EU countries should ensure that messages, requests or complaints can be made directly to the retailer, and that the retailer forwards these to the organiser who must assist without undue delay.

There is increased protection for travellers in case of the organiser's insolvency. A network of central contact points in EU countries will be set up to improve international cooperation.

This directive does not apply to arrangements:

covering less than 24 hours unless an overnight stay is included;

offered occasionally, on a not-for-profit basis and only to a limited group of travellers;

purchased as part of a general agreement for travel relating to a business or profession.

In general, EU countries must not introduce regulations providing a level of traveller protection which diverges from this directive. The new measures should be applied by 1 July 2018.

The directive repeals Directive [90/314/EEC](#) with effect from 1 July 2018.

#### **From when does the directive apply?**

EU countries have to incorporate it into national law by 1 January 2018. It becomes applicable from 1 July 2018. (Art. 30)

The directive was incorporated into the [European Economic Area Agreement](#) on 22 September 2017. (Art. 28)

#### **Background**

For more information, see

[Package Travel](#) (European Commission)

#### **Key terms**

Package: in most cases, this means a combination of at least 2 different types of travel service (e.g. flight, rail trip and/or accommodation) as part of the same trip, generally purchased from a single point of sale. The services have been selected before the traveller agrees to pay, and it is sold at an inclusive price or advertised as a package.

Linked travel arrangement:

at least 2 different types of travel service purchased as part of the same trip, where there are separate contracts with the individual travel service providers.

This applies either:

where separate services are selected and paid for on one visit to the point of sale, or

where the traveller is proposed another travel service within 24 hours of having booked a first one.

#### **Main document**

Directive (EU) [2015/2302](#) of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements, amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC (OJ L 326, 11.12.2015, pp. 1-33).

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