

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

### CHAPTER III

#### **CHANGES TO THE PACKAGE TRAVEL CONTRACT BEFORE THE START OF THE PACKAGE**

##### *Article 11*

##### **Alteration of other package travel contract terms**

1 Member States shall ensure that, before the start of the package, the organiser may not unilaterally change package travel contract terms other than the price in accordance with Article 10, unless:

- a the organiser has reserved that right in the contract;
- b the change is insignificant; and
- c the organiser informs the traveller of the change in a clear, comprehensible and prominent manner on a durable medium.

2 If, before the start of the package, the organiser is constrained to alter significantly any of the main characteristics of the travel services as referred to in point (a) of the first subparagraph of Article 5(1) or cannot fulfil the special requirements as referred to in point (a) of Article 7(2), or proposes to increase the price of the package by more than 8 % in accordance with Article 10(2), the traveller may within a reasonable period specified by the organiser:

- a accept the proposed change; or
- b terminate the contract without paying a termination fee.

If the traveller terminates the package travel contract, the traveller may accept a substitute package where this is offered by the organiser, if possible of an equivalent or a higher quality.

3 The organiser shall without undue delay inform the traveller in a clear, comprehensible and prominent manner on a durable medium of:

- a the proposed changes referred to in paragraph 2 and, where appropriate in accordance with paragraph 4, their impact on the price of the package;
- b a reasonable period within which the traveller has to inform the organiser of his decision pursuant to paragraph 2;
- c the consequences of the traveller's failure to respond within the period referred to point (b), in accordance with applicable national law; and
- d where applicable, the offered substitute package and its price.

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

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5 If the package travel contract is terminated pursuant to point (b) of the first subparagraph of paragraph 2 of this Article, and the traveller does not accept a substitute package, the organiser shall refund all payments made by or on behalf of the traveller without undue delay and in any event not later than 14 days after the contract is terminated. Article 14(2), (3), (4), (5) and (6) shall apply *mutatis mutandis*.