

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 9*

#### **Transfer of the package travel contract to another traveller**

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 package travel contract to a person who satisfies all the conditions applicable to that contract. Notice given at the latest seven days before the start of the package shall in any event be deemed to be reasonable.

2 The transferor of the package travel 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. The organiser shall inform the transferor about the actual costs of the transfer. Those costs shall not be unreasonable and shall not exceed the actual cost incurred by the organiser due to the transfer of the package travel contract.

3 The organiser shall provide the transferor with proof of the additional fees, charges or other costs arising from the transfer of the package travel contract.

##### *Article 10*

#### **Alteration of the price**

1 Member States shall ensure that after the conclusion of the package travel contract, prices may be increased only if the contract expressly reserves that possibility and states that the traveller is entitled to price reduction under paragraph 4. In that event the package travel contract shall state how price revisions are to be calculated. Price increases shall be possible exclusively as a direct consequence of changes in:

- a the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- b the level of taxes or fees on the travel services included in the contract imposed by third parties not directly involved in the performance of the package, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; or
- c the exchange rates relevant to the package.

2 If the price increase referred to in paragraph 1 of this Article exceeds 8 % of the total price of the package, Article 11(2) to (5) shall apply.

3 Irrespective of its extent, a price increase shall be possible only if the organiser notifies the traveller clearly and comprehensibly of it with a justification for that increase and a calculation, on a durable medium at the latest 20 days before the start of the package.

4 If the package travel contract stipulates the possibility of price increases, the traveller shall have the right to a price reduction corresponding to any decrease in the costs referred to in points (a), (b) and (c) of paragraph 1 that occurs after the conclusion of the contract before the start of the package.

5 In the event of a price decrease, the organiser shall have the right to deduct actual administrative expenses from the refund owed to the traveller. At the traveller's request, the organiser shall provide proof of those administrative expenses.

### 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.

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*.

## Article 12

### **Termination of the package travel contract and the right of withdrawal before the start of the package**

1 Member States shall ensure that the traveller may terminate the package travel contract at any time before the start of the package. Where the traveller terminates the package travel contract under this paragraph, the traveller may be required to pay an appropriate and justifiable termination fee to the organiser. The package travel contract may specify reasonable standardised termination fees based on the time of the termination of the contract before the start of the package and the expected cost savings and income from alternative deployment of the travel services. In the absence of standardised termination fees, the amount of the termination fee shall correspond to the price of the package minus the cost savings and income from alternative deployment of the travel services. At the traveller's request the organiser shall provide a justification for the amount of the termination fees.

2 Notwithstanding paragraph 1, the traveller shall have the right to terminate the package travel contract before the start of the package without paying any termination 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 affect the carriage of passengers to the destination. In the event of termination of the package travel contract under this paragraph, the traveller shall be entitled to a full refund of any payments made for the package, but shall not be entitled to additional compensation.

3 The organiser may terminate the package travel contract and provide the traveller with a full refund of any payments made for the package, but shall not be liable for additional compensation, if:

- 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 of the contract 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 trips lasting less than two days;
- or
- b the organiser is prevented from performing the contract because of unavoidable and extraordinary circumstances and notifies the traveller of the termination of the contract without undue delay before the start of the package.

4 The organiser shall provide any refunds required under paragraphs 2 and 3 or, with respect to paragraph 1, reimburse any payments made by or on behalf of the traveller for the package minus the appropriate termination fee. Such refunds or reimbursements shall be made to the traveller without undue delay and in any event not later than 14 days after the package travel contract is terminated.

5 With respect to off-premises contracts, Member States may provide in their national law that the traveller has the right to withdraw from the package travel contract within a period of 14 days without giving any reason.