

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

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

THE EUROPEAN PARLIAMENT AND THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty on the Functioning of the European Union, and in particular Article 114 thereof,

Having regard to the proposal from the European Commission,

After transmission of the draft legislative act to the national parliaments,

Having regard to the opinion of the European Economic and Social Committee<sup>(1)</sup>,

After consulting the Committee of the Regions,

Acting in accordance with the ordinary legislative procedure<sup>(2)</sup>,

Whereas:

- (1) Council Directive 90/314/EEC<sup>(3)</sup> lays down a number of important consumer rights in relation to package travel, in particular with regard to information requirements, the liability of traders in relation to the performance of a package, and protection against the insolvency of an organiser or a retailer. However, it is necessary to adapt the legislative framework to market developments, in order to make it more suitable for the internal market, to remove ambiguities and to close legislative gaps.
- (2) Tourism plays an important role in the economy of the Union, and package travel, package holidays and package tours ('packages') represent a significant proportion of the travel market. That market has undergone considerable changes since the adoption of Directive 90/314/EEC. In addition to traditional distribution chains, the internet has become an increasingly important medium through which travel services are offered or sold. Travel services are not only combined in the form of traditional pre-arranged packages, but are often combined in a customised way. Many of those combinations of travel services 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 take account of those developments, to enhance transparency, and to increase legal certainty for travellers and traders.

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- (3) Article 169(1) and point (a) of Article 169(2) of the Treaty on the Functioning of the European Union (TFEU) provide that the Union is to contribute to the attainment of a high level of consumer protection through measures adopted pursuant to Article 114 TFEU.
- (4) Directive 90/314/EEC gives broad discretion to the Member States as regards transposition. Therefore, significant divergences between the laws of the Member States remain. Legal fragmentation leads to higher costs for businesses and obstacles for those wishing to operate cross-border, thus limiting consumers' choice.
- (5) In accordance with Article 26(2) and Article 49 TFEU, 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 contracts relating to package travel and to 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.
- (6) The cross-border potential of the package travel market in the Union is currently not fully exploited. Disparities in the rules protecting travellers in different Member States act as a disincentive for travellers in one Member State from buying packages and linked travel arrangements in another Member State and, likewise, a disincentive for organisers and retailers in one Member State from selling such services in another Member State. In order to enable travellers and traders to benefit fully from the internal market, while ensuring a high level of consumer protection across the Union, it is necessary to further approximate the laws of the Member States relating to packages and linked travel arrangements.
- (7) The majority of travellers buying packages or linked travel arrangements are consumers within the meaning 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, there are companies or organisations that make travel arrangements on the basis of a general agreement, often concluded for numerous travel arrangements for a specified period, for instance with a travel agency. The latter type of travel arrangements does not require the level of protection designed for consumers. Therefore, this Directive should apply to business travellers, including members of liberal professions, or self-employed or other natural persons, where they do not make travel arrangements on the basis of a general agreement. In order to avoid confusion with the definition of the term 'consumer' used in other Union legislation, persons protected under this Directive should be referred to as 'travellers'.
- (8) Since travel services may be combined in many different ways, it is appropriate to consider as packages all combinations of travel services that display features which travellers typically associate with packages, in particular where separate travel services are combined into a single travel product for which the organiser assumes responsibility for proper performance. In accordance with the case-law of the Court of Justice of the

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European Union<sup>(4)</sup>, it should make no difference whether travel services are combined before any contact with the traveller or at the request of or in accordance with the selection made by the traveller. The same principles should apply irrespective of whether the booking is made through a high street trader or online.

- (9) For the sake of transparency, packages should be distinguished from linked travel arrangements, where online or high street traders facilitate the procurement of travel services by travellers leading the traveller to conclude contracts with different travel services providers, including through linked booking processes, which do not contain the features of a package and in relation to which it would not be appropriate to apply all of the obligations applicable to packages.
- (10) In the light of market developments, it is appropriate to further define packages on the basis of alternative objective criteria which predominantly relate to the way in which the travel services are presented or purchased and where travellers may reasonably expect to be protected by this Directive. That is the case, for instance, where different types of travel services are purchased for the purpose of the same trip or holiday from a single point of sale and those services have been selected before the traveller agrees to pay, that is to say within the same booking process, or where such services are offered, sold or charged at an inclusive or total price, as well as where such services are advertised or sold under the term ‘package’ or under a similar term indicating a close connection between the travel services concerned. Such similar terms could be, for instance, ‘combined deal’, ‘all-inclusive’ or ‘all-in arrangement’.
- (11) It should be clarified that travel services combined after the conclusion of a contract by which a trader entitles a traveller to choose among a selection of different types of travel services, such as in the case of a package travel gift box, constitute a package. Moreover, a combination of travel services should be considered to be a package where the traveller's name, payment details and e-mail address are transmitted between the traders and where another contract is concluded at the latest 24 hours after the booking of the first travel service is confirmed.
- (12) 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 way, for instance where a hotel or an organiser of an event includes on its website a list of all operators offering transport services to its location independently of any booking or if ‘cookies’ or meta data are used to place advertisements on websites.
- (13) Specific rules should be laid down for both high street and online traders which assist travellers, on the occasion of a single visit or contact with their point of sale, in concluding separate contracts with individual service providers and for online traders which, for instance, through linked online booking processes, facilitate in a targeted manner the procurement of at least one additional travel service from another trader, where a contract is concluded at the latest 24 hours after the confirmation of the

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booking of the first travel service. Such facilitation will often be based on a commercial link involving remuneration between the trader who facilitates the procurement of additional travel services and the other trader, regardless of the calculation method of such remuneration which might, for instance, be based on the number of clicks or on the turnover. Those 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 traveller 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 website of another service provider or intermediary. While those arrangements should not constitute packages within the meaning of this Directive, under which one organiser is liable for the proper performance of all travel services, such linked travel arrangements constitute an alternative business model that often competes closely with packages.

- (14) In order to ensure fair competition and to protect travellers, the obligation to provide sufficient evidence of security for the refund of payments and the repatriation of travellers in the event of insolvency should also apply to linked travel arrangements.
- (15) The purchase of a travel service on a stand-alone basis as a single travel service should constitute neither a package nor a linked travel arrangement.
- (16) In order to increase clarity for travellers and enable them to make informed choices as to the different types of travel arrangements on offer, traders should be required to state clearly and prominently whether they are offering a package or a linked travel arrangement, and provide information on the corresponding level of protection, before the traveller agrees to pay. A trader's declaration as to the legal nature of the travel product being marketed should correspond to the true legal nature of the product concerned. The relevant enforcement authorities should intervene where traders do not provide accurate information to travellers.
- (17) Only the combination of different types of travel services, such as accommodation, carriage of passengers by bus, rail, water or air, as well as rental of motor vehicles or certain motorcycles, should be considered for the purposes of identifying a package or a linked travel arrangement. Accommodation for residential purposes, including for long-term language courses, should not be considered as accommodation within the meaning of this Directive. Financial services such as travel insurances should not be considered as travel services. In addition, services which are intrinsically part of another travel service should not be considered as travel services in their own right. This includes, for instance, transport of luggage provided as part of carriage of passengers, minor transport services such as carriage of passengers as part of a guided tour or transfers between a hotel and an airport or a railway station, meals, drinks and cleaning provided as part of accommodation, or access to on-site facilities such as a swimming pool, sauna, spa or gym included for hotel guests. This also means that in cases where, unlike in the case of a cruise, overnight accommodation is provided as part of passenger transport by road, rail, water or air, accommodation should not be considered as a travel service in its own right if the main component is clearly transport.
- (18) Other tourist services which are not intrinsically part of carriage of passengers, accommodation or the rental of motor vehicles or certain motorcycles, may be, for

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instance, admission to concerts, sport events, excursions or event parks, guided tours, ski passes and rental of sports equipment such as skiing equipment, or spa treatments. However, if such services are combined with only one other type of travel service, for instance accommodation, this should lead to the creation of a package or linked travel arrangement only if they account for a significant proportion of the value of the package or linked travel arrangement, or are advertised as or otherwise represent an essential feature of the trip or holiday. If other tourist services account for 25 % or more of the value of the combination, those services should be considered as representing a significant proportion of the value of the package or linked travel arrangement. It should be clarified that where other tourist services are added, for instance, to hotel accommodation, booked as a stand-alone service, after the traveller's arrival at the hotel, this should not constitute a package. This should not lead to circumvention of this Directive, with organisers or retailers offering the traveller the selection of additional tourist services in advance and then offering conclusion of the contract for those services only after the performance of the first travel service has started.

- (19) Since there is less need to protect travellers in cases of short-term trips, and in order to avoid an unnecessary burden for traders, trips lasting less than 24 hours which do not include accommodation, as well as packages or linked travel arrangements offered or facilitated occasionally and on a not-for-profit basis and only to a limited group of travellers, should be excluded from the scope of this Directive. The latter may for example include trips organised not more than a few times a year by charities, sports clubs or schools for their members, without being offered to the general public. Adequate information on that exclusion should be made publicly available in order to ensure that traders and travellers are properly informed that those packages or linked travel arrangements are not covered by this Directive.
- (20) This Directive should be without prejudice to national contract law for those aspects that are not regulated by it.
- (21) 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 the provisions of this Directive, or certain of its provisions, in relation to contracts that fall outside the scope of this Directive. For instance, Member States may maintain or introduce corresponding provisions for certain stand-alone contracts regarding single travel services (such as the rental of holiday homes) or for packages and linked travel arrangements that are offered or facilitated, on a not-for-profit basis to a limited group of travellers and only occasionally, or to packages and linked travel arrangements covering a period of less than 24 hours and which do not include accommodation.
- (22) The main characteristic of a package is that there is one trader responsible as an organiser for the proper performance of the package as a whole. Only in cases where another trader is acting as the organiser of a package should a trader, typically a high street or online travel agent, be able to act as a mere retailer or intermediary and not be liable as an organiser. Whether a trader is acting as an organiser for a given package should depend on that trader's involvement in the creation of the package, and not on

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how the trader describes his business. When considering whether a trader is an organiser or retailer, it should make no difference whether that trader is acting on the supply side or presents himself as an agent acting for the traveller.

- (23) Directive 90/314/EEC has given discretion to the Member States to determine whether retailers, organisers or both retailers and organisers are liable for the proper performance of a package. That flexibility has led to ambiguity in some Member States as to which trader is liable for the performance of the relevant travel services. Therefore, it should be clarified in this Directive that organisers are responsible for the performance of the travel services included in the package travel contract, unless national law provides that both the organiser and the retailer are liable.
- (24) In relation to packages, retailers should be responsible together with the organiser for the provision of pre-contractual information. In order to facilitate communication, in particular in cross-border cases, travellers should be able to contact the organiser also via the retailer through which they purchased the package.
- (25) The traveller should receive all necessary information before purchasing a package, whether it is sold through means of distance communication, over the counter or through other types of distribution. In providing that information, the trader should take into account the specific needs of travellers who are particularly vulnerable because of their age or physical infirmity, which the trader could reasonably foresee.
- (26) 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, comprehensibly and prominently communicated to the traveller before the conclusion of the package travel contract. However, in the light of new communication technologies, which easily allow updates, there is no longer any need to lay down specific rules on brochures, while it is appropriate to ensure that, changes to pre-contractual information are communicated to the traveller. It should always be possible to make changes to pre-contractual information where expressly agreed by both parties to the package travel contract.
- (27) The information requirements laid down in this Directive are exhaustive, but should be without prejudice to the information requirements laid down in other applicable Union legislation<sup>(5)</sup>.
- (28) Organisers should provide general information on the visa requirements of the country of destination. The information on approximate periods for obtaining visas can be provided as a reference to official information of the country of destination.
- (29) Taking into account the specificities of package travel contracts, the rights and obligations of the contracting parties should be laid down for the period before and after the start of the package, in particular if the package is not properly performed or if particular circumstances change.
- (30) Since packages are often purchased a long time before their performance, unforeseen events may occur. Therefore the traveller should, under certain conditions, be entitled

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to transfer a package travel contract 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.

- (31) Travellers should also be able to terminate the package travel contract at any time before the start of the package in return for payment of an appropriate and justifiable termination fee, taking into account expected cost savings and income from alternative deployment of the travel services. They should also have the right to terminate the package travel contract without paying any termination fee where unavoidable and extraordinary circumstances will significantly affect the performance of the package. This may cover for example warfare, other serious security problems such as terrorism, significant risks to human health such as the outbreak of a serious disease at the travel destination, or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the destination as agreed in the package travel contract.
- (32) In specific situations, the organiser should also be entitled to terminate the package travel contract before the start of the package without paying compensation, for instance if the minimum number of participants is not reached and where that possibility has been reserved in the contract. In that event, the organiser should refund all payments made in respect of the package.
- (33) 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 package travel contract if the changes alter significantly any of the main characteristics of the travel services. This may for instance be the case if the quality or the value of the travel services diminishes. Changes of departure or arrival times indicated in the package travel contract should be considered significant, for instance, where they would impose on the traveller considerable inconvenience or additional costs, for instance rearrangement of transport or accommodation. Price increases should be possible only if there has been a change in the cost of fuel or other power sources for the carriage of passengers, in taxes or fees imposed by a third party not directly involved in the performance of the travel services included in the package travel contract or in the exchange rates relevant to the package and only if the contract expressly reserves the possibility of such a price increase and states that the traveller is entitled to a price reduction corresponding to a decrease in those costs. If the organiser proposes a price increase of more than 8 % of the total price, the traveller should be entitled to terminate the package travel contract without paying a termination fee.
- (34) It is appropriate to set out specific rules on remedies as regards the lack of conformity in the performance of the package travel contract. The traveller should be entitled to have problems resolved and, where a significant proportion of travel services included in the package travel contract cannot be provided, the traveller should be offered suitable alternative arrangements. If the organiser does not remedy the lack of conformity within a reasonable period set by the traveller, the traveller should be able to do so himself and request reimbursement of the necessary expenses. In certain cases there should not

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be a need to specify a time-limit, in particular if immediate remedy is required. This would apply, for instance, when, due to the delay of a bus provided by the organiser, the traveller has to take a taxi to catch his flight on time. Travellers should also be entitled to a price reduction, termination of the package travel contract and/or compensation for damages. Compensation should also cover non-material damage, such as compensation for loss of enjoyment of the trip or holiday because of substantial problems in the performance of the relevant travel services. The traveller should be required to inform the organiser without undue delay, taking into account the circumstances of the case, of any lack of conformity he perceives during the performance of a travel service included in the package travel contract. Failure to do so may be taken into account when determining the appropriate price reduction or compensation for damages where such notice would have avoided or reduced the damage.

- (35) In order to ensure consistency, it is appropriate to align the provisions of this Directive with international conventions regulating travel services and with the Union passenger rights legislation. Where the organiser is liable for failure to perform or improper performance of the travel 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<sup>(6)</sup>, the Convention of 1980 concerning International Carriage by Rail (COTIF)<sup>(7)</sup> and the Athens Convention of 1974 on the Carriage of Passengers and their Luggage by Sea<sup>(8)</sup>. Where it is impossible to ensure the traveller's timely return to the place of departure because of unavoidable and extraordinary circumstances, the organiser should bear the cost of the travellers' necessary accommodation for a period not exceeding three nights per traveller, unless longer periods are provided for in existing or future Union passenger rights legislation.
- (36) This Directive should not affect the rights of travellers to present claims both under this Directive and under other relevant Union legislation or international conventions, so that travellers 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 more than one party. It should be clarified that, in order to avoid overcompensation, compensation or price reduction granted under this Directive and the compensation or price reduction granted under other relevant Union legislation or international conventions should be deducted from each other. The organiser's liability should be without prejudice to the right to seek redress from third parties, including service providers.
- (37) 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 of 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 travel arrangements.
- (38) In its Communication of 18 March 2013 entitled 'Passenger protection in the event of airline insolvency', the Commission set out measures to improve the protection of travellers in the event of an airline insolvency, including better enforcement of Regulation (EC) No 261/2004 of the European Parliament and of the Council<sup>(9)</sup> and



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of Regulation (EC) No 1008/2008, and engagement with industry stakeholders, failing which a legislative measure could be considered. That Communication concerns the purchase of an individual component, namely air travel services, and does not therefore address insolvency protection for packages and for linked travel arrangements.

- (39) Member States should ensure that travellers purchasing a package are fully protected against the organiser's insolvency. Member States in which organisers are established should ensure that they provide security for the refund of all payments made by or on behalf of travellers and, insofar as a package includes the carriage of passengers, for the traveller's repatriation in the event of the organiser's insolvency. However, it should be possible to offer travellers the continuation of the package. While retaining discretion as to the way in which insolvency protection is to be arranged, Member States should ensure that the protection is effective. Effectiveness implies that the protection should become available as soon as, as a consequence of the organiser's liquidity problems, travel services are not being performed, will not be or will only partially be performed, or where service providers require travellers to pay for them. Member States should be able to require that organisers provide travellers with a certificate documenting a direct entitlement against the provider of the insolvency protection.
- (40) For the insolvency protection to be effective, it should cover the foreseeable amounts of payments affected by the organiser's insolvency and, where applicable, the foreseeable cost for repatriations. This means that the protection should be sufficient to cover all foreseeable payments made by or on behalf of travellers in respect of packages in peak season, taking into account the period between receiving such payments and the completion of the trip or holiday, as well as, where applicable, the foreseeable cost for repatriations. That will generally mean that the security has to cover a sufficiently high percentage of the organiser's turnover in respect of packages, and may depend on factors such as the type of packages sold, including the mode of transport, the travel destination, and any legal restrictions or the organiser's commitments regarding the amounts of pre-payments he may accept and their timing before the start of the package. Whereas the necessary cover may be calculated on the basis of the most recent business data, for instance the turnover achieved in the last business year, organisers should be obliged to adapt the insolvency protection in the event of increased risks, including a significant increase in the sale of packages. However, effective insolvency protection should not have to take into account highly remote risks, for instance the simultaneous insolvency of several of the largest organisers, where to do so would disproportionately affect the cost of the protection, thus hampering its effectiveness. In such cases the guarantee for refunds may be limited.
- (41) Given the differences in national law and practice regarding the parties to a package travel contract and the receipt of payments made by or on behalf of travellers, Member States should be allowed to require retailers to take out insolvency protection as well.
- (42) In line with Directive 2006/123/EC, it is appropriate to lay down rules so as to prevent insolvency protection obligations from acting as an obstacle to the free movement of services and the freedom of establishment. Therefore, Member States should be obliged to recognise insolvency protection under the law of the Member State of establishment.

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In order to facilitate the administrative cooperation and supervision of organisers and, where applicable, retailers which are operating in different Member States with regard to insolvency protection, Member States should be obliged to designate central contact points.

- (43) Traders facilitating linked travel arrangements should be obliged to inform travellers that they are not buying a package and that individual travel service providers are solely responsible for the proper performance of their contracts. Traders facilitating linked travel arrangements should, in addition, be obliged to provide insolvency protection for the refund of payments they receive and, insofar as they are responsible for the carriage of passengers, for the travellers' repatriation, and should inform travellers accordingly. Traders responsible for the performance of the individual contracts forming part of a linked travel arrangement are subject to general Union consumer protection legislation and sector-specific Union legislation.
- (44) When laying down rules on insolvency protection schemes in relation to packages and linked travel arrangements, Member States should not be prevented from taking into account the special situation of smaller companies while ensuring the same level of protection for travellers.
- (45) Travellers should be protected in relation to errors occurring in the booking process of packages and linked travel arrangements.
- (46) It should be confirmed that travellers may not waive rights stemming from this Directive and that organisers or traders facilitating linked travel arrangements may not escape from their obligations by claiming that they are simply acting as a travel service provider, an intermediary, or in any other capacity.
- (47) Member States should lay down rules on penalties for infringements of national provisions transposing this Directive and ensure that they are implemented. Those penalties should be effective, proportionate and dissuasive.
- (48) The adoption of this Directive makes it necessary to adapt certain Union consumer protection legislative acts. In particular, it should be clarified that Regulation (EC) No 2006/2004 of the European Parliament and of the Council<sup>(10)</sup> applies to infringements of this Directive. Also, taking into account the fact that Directive 2011/83/EU of the European Parliament and the Council<sup>(11)</sup> 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.
- (49) This Directive is without prejudice to rules on the protection of personal data laid down in Directive 95/46/EC of the European Parliament and of the Council<sup>(12)</sup> and to the Union rules on private international law, including Regulation (EC) No 593/2008 of the European Parliament and of the Council<sup>(13)</sup>.
- (50) It should be clarified that the regulatory requirements of this Directive on insolvency protection and information in relation to linked travel arrangements should also

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apply to traders not established in a Member State which by any means direct their activities within the meaning of Regulation (EC) No 593/2008 and Regulation (EU) No 1215/2012 of the European Parliament and of the Council<sup>(14)</sup> to one or more Member States.

- (51) Since the objective of this Directive, namely 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, cannot be sufficiently achieved by the Member States, but can rather, by reason of its scale, be better achieved at Union level, the Union may adopt measures, in accordance with the principle of subsidiarity as set out in Article 5 of the Treaty on European Union. In accordance with the principle of proportionality, as set out in that Article, this Directive does not go beyond what is necessary in order to achieve that objective.
- (52) This Directive respects the fundamental rights and observes the principles recognised by the Charter of Fundamental Rights of the European Union. This Directive, in particular, respects the freedom to conduct a business laid down in Article 16 of the Charter, while ensuring a high level of consumer protection within the Union, in accordance with Article 38 of the Charter.
- (53) In accordance with the Joint Political Declaration of 28 September 2011 of Member States and the Commission on explanatory documents<sup>(15)</sup>, Member States have undertaken to accompany, in justified cases, the notification of their transposition measures with one or more documents explaining the relationship between the components of a directive and the corresponding parts of national transposition instruments. With regard to this Directive, the legislator considers the transmission of such documents to be justified.
- (54) Directive 90/314/EEC should therefore be repealed,

HAVE ADOPTED THIS DIRECTIVE:

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- (1) [OJ C 170, 5.6.2014, p. 73.](#)
- (2) Position of the European Parliament of 12 March 2014 (not yet published in the Official Journal) and position of the Council at first reading of 18 September 2015 ([OJ C 360, 30.10.2015, p. 1.](#)) Position of the European Parliament of 27 October 2015 (not yet published in the Official Journal).
- (3) Council Directive 90/314/EEC of 13 June 1990 on package travel, package holidays and package tours ([OJ L 158, 23.6.1990, p. 59.](#))
- (4) See Judgment of the Court of Justice of 30 April 2002, Club Tour, Viagens e Turismo SA v Alberto Carlos Lobo Gonçalves Garrido and Club Med Viagens Lda, C-400/00, ECLI:EU:C:2002:272.
- (5) See: Directive 2000/31/EC of the European Parliament and of the Council of 8 June 2000 on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market (Directive on electronic commerce) ([OJ L 178, 17.7.2000, p. 1.](#)) and Directive 2006/123/EC of the European Parliament and of the Council of 12 December 2006 on services in the internal market ([OJ L 376, 27.12.2006, p. 36.](#)), as well as Regulation (EC) No 2111/2005 of the European Parliament and of the Council of 14 December 2005 on the establishment of a Community list of air carriers subject to an operating ban within the Community and on informing air transport passengers of the identity of the operating air carrier, and repealing Article 9 of Directive 2004/36/EC ([OJ L 344, 27.12.2005, p. 15.](#)), 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 ([OJ L 204, 26.7.2006, p. 1.](#)), Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations ([OJ L 315, 3.12.2007, p. 14.](#)), Regulation (EC) No 1008/2008 of the European Parliament and of the Council of 24 September 2008 on common rules for the operation of air services in the Community ([OJ L 293, 31.10.2008, p. 3.](#)), Regulation (EU) No 1177/2010 of the European Parliament and of the Council of 24 November 2010 concerning the rights of passengers when travelling by sea and inland waterway and amending Regulation (EC) No 2006/2004 ([OJ L 334, 17.12.2010, p. 1.](#)) and Regulation (EU) No 181/2011 of the European Parliament and of the Council of 16 February 2011 concerning the rights of passengers in bus and coach transport and amending Regulation (EC) No 2006/2004 ([OJ L 55, 28.2.2011, p. 1.](#))
- (6) Council Decision 2001/539/EC of 5 April 2001 on the conclusion by the European Community of the Convention for the Unification of Certain Rules for International Carriage by Air (the Montreal Convention) ([OJ L 194, 18.7.2001, p. 38.](#))
- (7) Council Decision 2013/103/EU of 16 June 2011 on the signing and conclusion of the Agreement between the European Union and the Intergovernmental Organisation for International Carriage by Rail on the Accession of the European Union to the Convention concerning International Carriage by Rail (COTIF) of 9 May 1980, as amended by the Vilnius Protocol of 3 June 1999 ([OJ L 51, 23.2.2013, p. 1.](#))
- (8) Council Decision 2012/22/EU of 12 December 2011 concerning the accession of the European Union to the Protocol of 2002 to the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 1974, with the exception of Articles 10 and 11 thereof ([OJ L 8, 12.1.2012, p. 1.](#))
- (9) 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, and repealing Regulation (EEC) No 295/91 ([OJ L 46, 17.2.2004, p. 1.](#))
- (10) Regulation (EC) No 2006/2004 of the European Parliament and of the Council of 27 October 2004 on cooperation between national authorities responsible for the enforcement of consumer protection laws (the Regulation on consumer protection cooperation) ([OJ L 364, 9.12.2004, p. 1.](#))
- (11) Directive 2011/83/EU of the European Parliament and the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council ([OJ L 304, 22.11.2011, p. 64.](#))
- (12) Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data ([OJ L 281, 23.11.1995, p. 31.](#))
- (13) Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I) ([OJ L 177, 4.7.2008, p. 6.](#))

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*Status: EU Directives are published on this site to aid cross referencing from UK legislation. Since IP completion day (31 December 2020 11.00 p.m.) no amendments have been applied to this version.*

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- (14) Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (OJ L 351, 20.12.2012, p. 1).
- (15) OJ C 369, 17.12.2011, p. 14.