

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 II

INFORMATION OBLIGATIONS AND CONTENT OF THE PACKAGE TRAVEL CONTRACT

Article 5

Pre-contractual information

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 standard information by means of the relevant form as set out in Part A or Part B of Annex I, and, where applicable to the package, with the following information:

a the main characteristics of the travel services:

- (i) the travel destination(s), itinerary and periods of stay, with dates and, where accommodation is included, the number of nights included;
- (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 organiser and, where applicable, the retailer shall inform the traveller of the approximate time of departure and return;

- (iii) the location, main features and, where applicable, tourist category of the accommodation under the rules of the country of destination;
- (iv) the meal plan;
- (v) visits, excursion(s) or other services included in the total price agreed for the package;
- (vi) where it is not apparent from the context, whether any of the travel services will be provided to the traveller as part of a group and, if so, where possible, the approximate size of the group;
- (vii) where the traveller's benefit from other tourist services depends on effective oral communication, the language in which those services will be carried out; and
- (viii) whether the trip or holiday is generally suitable for persons with reduced mobility and, upon the traveller's request, precise information on the suitability of the trip or holiday taking into account the traveller's needs;

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- b the trading name and geographical address of the organiser and, where applicable, of the retailer, as well as their telephone number and, where applicable, e-mail address;
- 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 of the conclusion of the contract, an indication of the type of additional costs which the traveller may still have to bear;
- d the arrangements for payment, including any amount or percentage of the price which is to be paid as a down payment and the timetable for payment of the balance, or financial guarantees to be paid or provided by the traveller;
- e the minimum number of persons required for the package to take place and the time-limit, referred to in point (a) of Article 12(3), before the start of the package for the possible termination of the contract if that number is not reached;
- f general information on passport and visa requirements, including approximate periods for obtaining visas and information on health formalities, of the country of destination;
- g information that the traveller may terminate the contract at any time before the start of the package in return for payment of an appropriate termination fee, or, where applicable, the standardised termination fees requested by the organiser, in accordance with Article 12(1);
- h information on optional or compulsory insurance to cover the cost of termination of the contract by the traveller or the cost of assistance, including repatriation, in the event of accident, illness or death.

For package travel contracts concluded by telephone, the organiser and, where applicable, the retailer shall provide the traveller with the standard information set out in Part B of Annex I, and the information set out in points (a) to (h) of the first subparagraph.

2 With reference to packages as defined in point (b)(v) of point 2 of Article 3 the organiser and the trader to whom the data are transmitted shall ensure that each of them provides, before the traveller is bound by a contract or any corresponding offer, the information set out in points (a) to (h) of the first subparagraph of paragraph 1 of this Article in so far as it is relevant for the respective travel services they offer. The organiser shall also provide, at the same time, the standard information by means of the form set out in Part C of Annex I.

3 The information referred to in paragraphs 1 and 2 shall be provided in a clear, comprehensible and prominent manner. Where such information is provided in writing, it shall be legible.

Article 6

Binding character of pre-contractual information and conclusion of the package travel contract

1 Member States shall ensure that the information provided to the traveller pursuant to points (a), (c), (d), (e) and (g) of the first subparagraph of Article 5(1) shall form an integral part of the package travel contract and shall not be altered unless the contracting parties expressly agree otherwise. The organiser and, where applicable, the retailer shall communicate all changes to the pre-contractual information to the traveller in a clear, comprehensible and prominent manner before the conclusion of the package travel contract.

2 If the organiser and, where applicable, the retailer has not complied with the information requirements on additional fees, charges or other costs as referred to in point (c) of

the first subparagraph of Article 5(1) before the conclusion of the package travel contract, the traveller shall not bear those fees, charges or other costs.

Article 7

Content of the package travel contract and documents to be supplied before the start of the package

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. At the conclusion of the package travel contract or without undue delay thereafter, the organiser or retailer shall provide the traveller with a copy or confirmation of the contract on a durable medium. The traveller shall be entitled to request a paper copy if the package travel contract has been concluded in the simultaneous physical presence of the parties.

With respect to off-premises contracts as defined in point 8 of Article 2 of Directive 2011/83/EU, a copy or confirmation of the package travel contract shall be provided to the traveller on paper or, if the traveller agrees, on another durable medium.

2 The package travel contract or confirmation of the contract shall set out the full content of the agreement which shall include all the information referred to in points (a) to (h) of the first subparagraph of Article 5(1) and the following information:

- a special requirements of the traveller which the organiser has accepted;
- b information that the organiser is:
 - (i) responsible for the proper performance of all travel services included in the contract in accordance with Article 13; and
 - (ii) obliged to provide assistance if the traveller is in difficulty in accordance with Article 16;
- c the name of the entity in charge of the insolvency protection and its contact details, including its geographical address, and, where applicable, the name of the competent authority designated by the Member State concerned for that purpose and its contact details;
- d the name, address, telephone number, e-mail address and, where applicable, the fax number of the organiser's local representative, of a contact point or of another service which enables the traveller to contact the organiser quickly and communicate with him efficiently, to request assistance when the traveller is in difficulty or to complain about any lack of conformity perceived during the performance of the package;
- e information that the traveller is required to communicate any lack of conformity which he perceives during the performance of the package in accordance with Article 13(2);
- f where minors, unaccompanied by a parent or another authorised person, travel on the basis of a package travel contract which includes accommodation, information enabling direct contact with the minor or the person responsible for the minor at the minor's place of stay;
- g information on available in-house complaint handling procedures and on alternative dispute resolution ('ADR') mechanisms pursuant to Directive 2013/11/EU of the European Parliament and of the Council⁽¹⁾, and, where applicable, on the ADR entity by which the trader is covered and on the online dispute resolution platform pursuant to Regulation (EU) No 524/2013 of the European Parliament and of the Council⁽²⁾;
- h information on the traveller's right to transfer the contract to another traveller in accordance with Article 9.

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3 With reference to packages as defined in point (b)(v) of point 2 of Article 3, the trader to whom the data are transmitted shall inform the organiser of the conclusion of the contract leading to the creation of a package. The trader shall provide the organiser with the information necessary to comply with his obligations as an organiser.

As soon as the organiser is informed that a package has been created, the organiser shall provide to the traveller the information referred to in points (a) to (h) of paragraph 2 on a durable medium.

4 The information referred to in paragraphs 2 and 3 shall be provided in a clear, comprehensible and prominent manner.

5 In good time before the start of the package, the organiser shall provide the traveller with the necessary receipts, vouchers and tickets, information on the scheduled times of departure and, where applicable, the deadline for check-in, as well as the scheduled times for intermediate stops, transport connections and arrival.

Article 8

Burden of proof

As regards compliance with the information requirements laid down in this Chapter, the burden of proof shall be on the trader.

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- (1) Directive 2013/11/EU of the European Parliament and of the Council of 21 May 2013 on alternative dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Directive on consumer ADR) ([OJ L 165, 18.6.2013, p. 63](#)).
- (2) Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR) ([OJ L 165, 18.6.2013, p. 1](#)).