

# Position Paper

## UEAPME<sup>1</sup> position on review of the Package Travel Directive

### General remarks

UEAPME, welcomes the European Commission's initiative to launch a consultation on the review of the Package Travel Directive. We regret the fact that the European Commission has given for the consultation only eight weeks, which is not according to the minimum consultation guidelines<sup>2</sup>. In addition the questionnaire is only available in English. We urge the Commission to take these elements with respect to future consultations into account.

### Special remarks

#### 1) Scope of the Directive

The scope of the Directive should include, besides the current definition of holiday packages, those which are purchased on the internet from the same side where consumers assemble the content. Furthermore it should cover packages occasionally organised by companies or by non-business organisations, as well packages with mixed purposes (business and private). On UEAPME's point of view everything else would lead to fragmentations and would establish a system where neither the businesses nor the consumers would have clear rules and the review would not give any added value. We believe that the requirement that the services has to cover more than 24 hours or should include an overnight accommodation has to be kept.

#### 2) Information requirements

UEAPME considers the currently existing information requirements in article 3 of the Council Directive 93/314 as sufficient. According to our view the main information should be provided on the way the package travel was ordered. For less relevant or not compulsory information should not subsist any formal requirement. Furthermore after the contract is signed the organiser should be responsible for providing information. If the travel agent provides information after the contract is signed, he is acting on behalf of the tour operator. With respect to last minute bookings the already existing information requirements of article 4 of the Council Directive 93/314 should be kept. We would like to underline that we consider providing information as one of the most significant element of a package holiday but the provisions should not put too much burden on the businesses through including information requirements which are not relevant. As it is well known, also the consumers cannot deal with too much and less relevant information. If the consumer is interested in special details he has always the possibility to ask the organiser/travel agency on it.

<sup>1</sup> UEAPME subscribes to the European Commission's Register of Interest Representatives and to the related code of conduct as requested by the European Transparency Initiative. Our ID number is [55820581197-35](#).

<sup>2</sup> "Towards a reinforced culture of consultation and dialogue - Proposal for general principles and minimum standards for consultation of interested parties by the Commission." COM(2002)704final : "On the other hand, a consultation period longer than eight weeks might be required in order to take account of: - the need for European or national organisations to consult their members in order to produce a consolidated viewpoint; - the specificity of a given proposal (e.g. because of the diversity of the interested parties or the complexity of the issue at stake); - main holiday periods...."

According to our experiences it is more useful to have a balanced system, which gives rights and obligations to both parties.

### **3) Liabilities, obligations and responsibility for consumer difficulties**

The currently existing provision that the organiser has the possibility to cancel the travel package if there are too few participants and this is notified in the contract should be kept. Any modification of this rule would constrain the offered package holidays for the consumers as non of the businesses would take the risk to introduce special trips where they cannot be sure to collect the requested number of participants.

As it is just sometimes the case that the travel agent receives the payment the operator has to be responsible for assistance of the consumer concerning problems during the package holiday. As the organiser cannot be present all the time the service provider take over on the behalf of the organiser the responsibility. As the travel agent is not part of the contract he cannot be considered as responsible party. The same obligation for the organiser applies for the responsibility concerning proper performance of the services.

### **4) Contract changes**

The right of withdrawal from the contract should be only exercised if essential parts of the package are changed by the organiser or in the case of force majeure.

As essential terms of a package holiday should be considered the information which have to be provided according the information requirement of the Directive. If the organiser undertakes any changes on those he has to inform the consumer about it. Those prices which by nature vary constantly and this is unpredictable can be changed.

### **5) Future regulatory framework**

The challenge of the future review is to establish common elements at European level. From particular importance is to have updated and common definitions which are adapted to the needs within a Single Market. The harmonisation of the liabilities of organiser is from significant mean across Europe. Any action undertaken at European level has to be combined with actions boosting consumer awareness in this issue.

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