

Article 3: Definitions

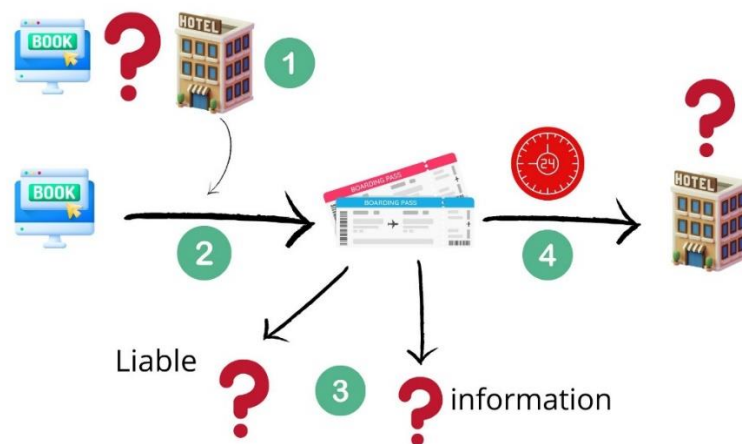
New combinations of packages more complex and impossible to apply (art 3(3) and 3(5)):

- 1- Definitions of package and LTA are far too complex and unworkable in practical terms. A simplification would have been much more welcomed and future proof
- 2- Provisions on packages concluded within 3 and 24 hours are impossible to comply with. They are incompatible with the obligation to provide accurate precontractual information under the very same PTD. It is impossible to know what service will be sold in advance as it can change afterwards. Moreover, changing the contract terms of the first service after its sale will be confusing and burdensome for the consumers
- 3- Definition on Click Through package should have a time limit. As drafted the combination captured by the definition is too far reaching

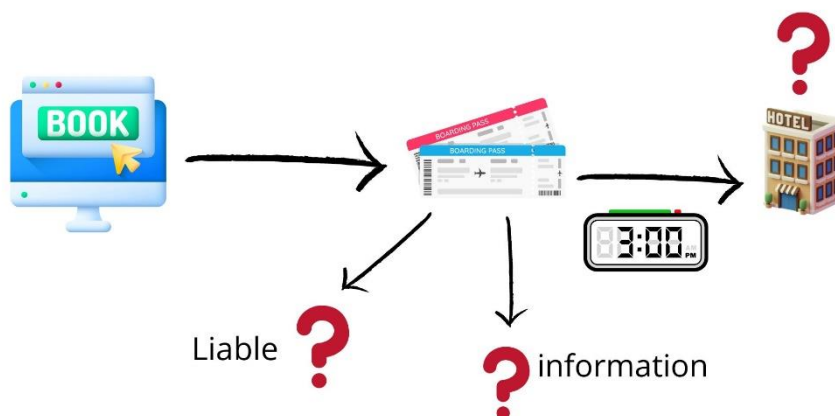
- 1- The definitions of package and LTA are too complex. A simplification of the scope would have been welcome. The existing definitions of package are difficult to apply, enforce and for consumers to understand. This could be achieved by applying a comparable level of protection to individual travel services and packages. Better equivalence would allow the scope to be simplified without compromising consumer protection. ECTAA regrets that the European Commission, when working on the parallel revisions of passenger rights and the PTD, did not go further in alignment, preferring a light brush approach on passenger rights, while further complexifying and overburdening the PTD. As a result, the proposed definition of package will be more complex than the current one, to the extent that it will be unworkable for intermediaries to sell both packages and individual services.
- 2- The new definition of a package made by booking 2 services consecutively within 3 hours is particularly critical. It assumes that the consumer could put together a package without the organiser being informed (different names, different credit cards, etc...). Arrangements made by consumers may not be feasible (eg connecting times between flights too short). An organiser should not be responsible for a package of services put together by the customer and that he would never have agreed to sell.
- 3- With the definition of package including now the consecutive sales of two travel services within 3h and 24h, it would be impossible to provide accurate precontractual information of the first travel service as neither the trader nor the consumer will know what kind of service is purchased (package or standalone service) until eventually a second sale is concluded or the time limit is passed.

Example of the “24h package”:

To be a package, the trader must offer the possibility of booking an additional travel service (here a hotel) (1) during the booking process of the first travel service (a flight) (2). The problem is that it is impossible to know what the consumer actually books as first travel service (standalone service or package) (3) until the second travel service is booked or the 24h time limit is over (4). As drafted it is not possible to provide the consumer with essential information on the first service, such as the identity of the professional responsible for providing the service, the existence of insolvency protection, etc...



A similar logic would apply to the “3h package”. A valid contract for a single travel service may become part of a package when a consumer books an additional service within 3h. This means, for the first travel service, that (i) the party liable for the contract, (ii) the legislation governing B2C relations and (iii) the information to be provided might change, depending on the booking of a second travel service. In short, neither the trader nor the consumer knows exactly what is booked on a travel website for 3 hours, resulting in inaccurate pre-contractual information...





THE EUROPEAN TRAVEL AGENTS'
AND TOUR OPERATORS' ASSOCIATIONS

CONPAX-PTD-DEFINITION-20240416

Aside the automatic infringement of pre-contractual information, packages concluded “within 3h or 24h” are disproportionately burdensome to apply from a contract law perspective. The conclusion of a package after the sale of the second service within 3h will only be possible with a change in the contract terms of the first service (from standalone service to a component of a package). How to do that? Should the consumer sign an addendum to the first contract he just agreed on? What if the consumer refuses to sign it? Is it even able to refuse (a consumer can't waive its consumer rights)?