

Industry Guidance

EU Package Travel Directive



June 2018

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Introduction: Helping Operators to Prepare for the Package Travel Directive

- This document is intended as practical guidance for operators to help them prepare for the imminent transposition of 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.
- While only the Court of Justice of the European Union has the power to interpret EU law, operators still need to make a decision as to how they will respond to new rules. This document is designed to support this preparatory work by offering a workable interpretation of the Directive's requirements.
- We encourage Member States to act in a coordinated way and reflect this interpretation in their own national transposition measures.
- Failure to do so will lead to fragmentation and an unacceptable negative impact on the European travel market. There is the likelihood of legal conflicts between traders who may be subject to very different obligations if transposition is divergent. Consumers gain nothing from this and in fact are only likely to face confusion and even deception.

Making Linked Travel Arrangements Workable for Operators and Meaningful for Consumers

The revised Package Travel Directive defines Linked Travel Arrangements (LTAs) as follows:

‘Linked travel arrangement’ means at least two different types of travel services purchased for the purpose of the same trip or holiday, not constituting a package, resulting in the conclusion of separate contracts with the individual travel service providers, if a trader facilitates:

(a) on the occasion of a single visit or contact with his point of sale, the separate selection and separate payment of each travel service by travellers; or

(b) in a targeted manner, the procurement of at least one additional travel service from another trader where a contract with such other trader is concluded at the latest 24 hours after the confirmation of the booking of the first travel service.

Subparagraphs (a) and (b) above leave a number of unresolved questions for operators. In a multi-channel era - where consumers are as likely to book through an app as they are a website via a desktop - the terms “single visit” or “contact with a point of sale” need to be precisely defined if operators are able to comply.

Similarly, facilitating in a “targeted manner” needs to exclude general advertising and focus on situations where a second transaction is facilitated through an offer for sale to the traveller. In the following pages we seek to precisely define subparagraphs (a) and (b) of Article 3.5 to achieve an interpretation that responsible operators can use to prepare for compliance.

Linked Travel Arrangements: Understanding “facilitation” through the e-Commerce Directive

The Commission’s ‘Guidance on the implementation/ application of Directive 2005/29/EC on Unfair Commercial Practices’ (published 25th of May 2016) analyses the interaction between the e-Commerce Directive and consumer law. It refers to the L'Oréal vs eBay case (C-324/09) in order to understand the circumstances under which a platform can be considered to be active and therefore outside of the safe harbour protections in the e-Commerce Directive. Paragraphs 115 and 116 of the judgement set out the Court’s reasoning in this case:

115 As the United Kingdom Government has rightly observed, the mere fact that the operator of an online marketplace stores offers for sale on its server, sets the terms of its service, is remunerated for that service and provides general information to its customers cannot have the effect of denying it the exemptions from liability provided for by Directive 2000/31 (see, by analogy, Google France and Google[C-236/08], paragraph 116).

*116 Where, by contrast, the operator has provided assistance which entails, in particular, **optimising the presentation of the offers for sale in question or promoting those offers**, it must be considered not to have taken a neutral position between the customer-seller concerned and potential buyers but to have played an active role of such a kind as to give it knowledge of, or control over, the data relating to those offers for sale. It cannot then rely, in the case of those data, on the exemption from liability referred to in Article 14(1) of Directive 2000/31.*

In this case eBay was considered to be “active”, and therefore lost its intermediary liability protection, when it optimised the presentation of offers for sale or promoted them thereby giving it “knowledge”.

“Facilitation” in the context of the revised Package Travel Directive must be considered as “active” in the sense described in the L'Oréal vs eBay case. Situations in which a trader is acting in a neutral way with no effort to optimise or promote an offer for sale would therefore not contribute to the creation of an LTA.

Linked Travel Arrangements: Understanding “in a targeted manner” through the Unfair Commercial Practices Directive (UCPD)

In an attempt to explain the interpretation of “**in a targeted manner**” the Directive in recital 12 excludes “advertisements on websites” placed by “cookies or meta data” and in recital 13, as an example of an LTA in a “**targeted manner**”, makes reference to an “**invitation to book**” provided with a confirmation of the booking of the first travel service.

While there is no definition of the term “**invitation to book**” provided in the PTD, the Directive 2005/29/EC on Unfair Commercial Practices (UCPD) does make a similar distinction between advertising and an “**invitation to purchase**”. Article 2, (i) of the UCPD defines an “**invitation to purchase**” as “a commercial communication which indicates the characteristics of the product and the price in a way appropriate to the means of the commercial communication used and thereby enables the consumer to make an informed purchase”.

This is a useful frame of reference by which to understand “**in a targeted manner**”. Following the logic of existing European legislation, a targeted manner would entail conveying both the price of a second travel service and its characteristics. Advertising through which consumers are “simply informed” but does not include either price or details of the characteristics of the service could not be considered to be “**in a targeted manner**”.

Linked Travel Arrangements: Two Legal Tests

Any operator seeking to assess whether a Linked Travel Arrangement could be formed first has to assess whether the two “travel services” involved meet certain baseline conditions:

- They are one of carriage of passengers, accommodation, car rental or an additional tourism services which is not ancillary and constitute either more than 25% of the overall value of the package or is the purpose of the trip or holiday.
- They are for the purpose of the same trip or holiday.
- They result in separate contracts.
- There is an element of “**facilitation**” i.e. an action on the part of the trader

There are then two tests, set out in sub-paragraphs (a) and (b) of Article 3.5, that the operator has to apply. These tests are designed to cover “**facilitation**” in order to procure a second purchase during a single contact or visit with a single point of sale, sub-paragraph (a), and “**facilitation**” in a “**targeted manner**”, sub-paragraph (b). The former has a lower burden of proof because the intention to incentivise a second booking is clearer, if you interpret a single visit or contact with a point of sale to mean the booking path. By contrast “**facilitation**” in a “**targeted manner**”, which occurs outside of the booking path involving multiple points of sale, entails several qualifiers.

In the following page we set out a decision tree explaining how these legal tests should be applied in practice.

Linked Travel Arrangements: Applying the Legal Tests

LTA (a) example: While in the booking path, the consumer is subject to cross-selling i.e. encouraged to make a second purchase on the same website or incentivised to make a second purchase in a white label environment. A single visit or contact with a single point of sale ends when the consumer cashes out e.g. by paying for their shopping basket, or the booking path times out.

LTA (b) example: Within 24 hours of the confirmation of the first booking the consumer concludes a second contract with a second trader on the basis of a real "offer for sale" (i.e. the offer is based on travel destination and dates and is bookable).

LTA (b): In a "targeted manner"

e.g. this would be the case if, despite receiving a bookable offer for a second travel service via a confirmation email, the consumer fails to make a second purchase within 24 hours of the first transaction.

No second trader. Cases where a consumer receives an email booking confirmation with offers which link back to the first traders' website are out of scope

e.g. Relevant advertising "great hotel deals in Rome at expedia" displayed on an airline website after purchasing a flight to Rome but placed by a third party e.g. Google adsense

e.g. Advertising placed by a third party e.g. Google and which is generic in nature e.g. "great deals at expedia" or "10% off at Starwood resorts"

Package if sold at an inclusive price

No LTA

No

Are they selected and agreed to be paid for separately?

Yes

LTA (a): Single visit or contact with one point of sale

Yes

Is there "facilitation" by the first trader? ¹

Yes

Is it a single visit or contact with one point of sale?

Yes

Resulting in the conclusion of separate contracts?

No

No LTA

Yes

For the purposes of the same trip or holiday?

No

No LTA

Two separate transactions for different trips

Yes

Is each "travel service" (two or more) in line with the definition in the Directive?

No

No LTA

At least one of the services is not carriage of passengers, accommodation or car rental or an additional travel service which is more than 25% of the overall value of the package or the purpose of the trip or holiday.

Yes

Is a contract concluded within 24 hours of the booking confirmation from the first trader?

No

No LTA

Yes

Is there "another trader?"

No

No LTA

Yes

Is it "in a targeted manner"? ²

No

No LTA

Yes

Is there "facilitation" by the first trader? ¹

No

No LTA

No

References

1. See the L'Oréal vs eBay case (C-324/09) on page 4 of this document.

2. See in particular paragraph 116 of the above case and article 2. (i) of the UCPD see page 5 of this document.

Linked Travel Arrangements: “A Single Visit” or Contact With his “Point of Sale”

- The purpose of sub-paragraph (a) of Article 3.5 is to cover situations in which a trader **“facilitates”** a continuation of the booking path on their own website or in a white label environment where the consumer is dealing with two traders but one point of sale. White labelling refers to cases where, upon conclusion of an initial transaction, the consumer stays in the same visual environment and is offered an additional travel service. The supplier of the additional travel service is different from the first supplier, but the look and feel of the website for the consumer remains the same.
- It is the **“facilitation”** in this context which provides the necessary trigger for operators to judge whether to issue the Standard Information Form. This immediately excludes situations where a consumer simply uses different tabs to make separate bookings for the purpose of the same trip or holiday or a booking app is kept open by a consumer and then returned to at a later date. In these cases there is no trigger because **“facilitation”** is not present and the trader is passive.
- However, there is an obvious trigger in cases where the consumer is incentivized to make a second purchase while remaining within the booking path (“a single visit”) or receiving a similar incentive while in a white label environment. A good example is cross selling at the point of payment for the first service e.g. within the confirmation form for a flight ticket there is an invitation to book a hotel at a discounted rate at the destination for the consumer’s date of travel.
- A single visit or contact with a single point of sale ends when the consumer cashes out of the booking path by, for example, paying for the shopping basket of products they have selected or if the booking path times out.

In scope



Consumer is encouraged to make two purchases while remaining in a single booking path on a website



Consumer is encouraged to make two purchases in a white label environment where multiple operators constitute one single point of sale.

Out-of-scope



Booking path ends with no additional offers extended to the consumer. Cases where a consumer clicks back on an open tab to make a second purchase at a later time or leaves a booking app open after an initial purchase would not qualify.

Linked Travel Arrangements: “In a Targeted Manner”

- It is not the intention of the Directive to include all internet advertising in the scope of Linked Travel Arrangements since the recitals of the Directive make a distinction between advertising that “simply informs” consumers about the availability of relevant travel products vs targeted efforts to procure a second, linked purchase.
- Recital 12 of the Directive makes clear that general internet advertising e.g. where cookies or meta data are used to place advertisements cannot be considered as being “**targeted**” in the sense described in subparagraph (b) of Article 3.5. This advertising, as is the nature of online advertising which uses cookies to anticipate a consumer’s preferences, will always be relevant e.g. will advertise services at a location where the consumer has already booked a flight. However, this type of advertising will not include a bookable offer for sale (through a deep link) for an additional service linked to the first travel service. The recital talks about advertising which is only designed to “**simply inform**” the consumer but is not a genuine attempt to facilitate a linked transaction “**in a targeted manner**”.
- Recital 13 supports an interpretation of Linked Travel Arrangements as occurring where a consumer is targeted with a tailored offer for sale inducing them to make an additional linked purchase. The recital uses the example of an email sent after the booking of a first travel service with an “**invitation to book**” suggesting an offer for sale is made. To make an offer the trader would have to be in possession of the travel dates and travel location. It is not enough to simply inform consumers about the existence of relevant travel services, rather they must be invited to book directly through an offer.
- This distinction between advertising that “**simply informs**” and an “**invitation to book**” through an “**offer for sale**” is consistent with the approach used in the UCPD (see page 5 of this document). The UCPD distinguishes between an “**invitation to purchase**” and mere advertising, with the former including characteristics of the product or service and an indication of price which allows consumers to make an “**informed purchase**”.

What the Directive says:

Recital 12

Targeted manner does not include general advertising “where cookies or meta data are used to place advertisement on websites” (Recital 12)

What the Directive says:

Recital 13

A Linked Travel Arrangement occurs where there is an invitation to book i.e. a real bookable offer for sale. “...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[...]

In scope



Must include an offer which is more than just relevant but in fact is bookable i.e. is based on knowledge of both the travel destination and dates.

Out -of-scope



Informational but relevant advertising e.g. in the form of a banner or pop-up advertisements. Placed directly on a website using cookies or metadata by another trader or indirectly through an intermediary like Google AdSense.


LTA (a): In-Scope Example

SAS

Need help?

Here you can view your booking:

Confirmation Booking confirmation has been sent to: [Send by email](#) [Print](#)

Booking reference: 


[Change booking](#)

The booking reference number is needed whenever in contact with SAS.
If your flight is operated by SAS, you can print out and scan the barcode at the SAS Self Service machine at the airport.

Get Travel Extras [Reserve Seat](#) [Pre-order meals](#) [Extra Baggage](#)

Extra baggage will be moved to the new flight. Booked meals and seat will not be moved.

Flight: Thu 30 Mar 2017

17:10 - 18:30 SK811 (confirmed)  Oslo, Gardermoen - London, Heathrow (Terminal 2)
Operated by: **Scandinavian Airlines** | Aircraft: Boeing 737-800 (Winglets)
Booking class: **SAS Go Light** | Baggage allowance: 0 piece(s)/pers

Passenger	Identification at check-in, security control and gate	Frequent flyer program
Adult		Mileage Plus XF420588

Price of this trip	Payment & contact details
Oslo - London	Card used for payment
Total price: 315.40 GBP	Confirmation has been sent to:
Of which includes taxes and carrier-imposed fees: 46.40 GBP	Contact telephone:

This booking was created: 20 March 2017, 16:14 GMT [Send by email](#) [Print](#)

Ticket number: Scandinavian Airlines System Denmark - Norway - Sweden, org.no. 902001-7720 [Save booking to calendar](#)

[Change booking](#) [Start page](#)

White labelling (single visit to same point of sale)

White labelling implies that upon conclusion of the first booking with a supplier (airline, etc.), the consumer stays in the same visual environment and the first trader **“facilitates”** the purchase of a second travel service. The supplier of the additional travel service is different from the first supplier (see the light branding for hotels.com in the bottom right of the adjacent screenshot), but the look and feel of the website for the consumer remains the same.

BOOK YOUR HOTEL BY 4 APRIL EARN TRIPLE EXTRA POINTS

Check in: Thursday, 30 March 2017 Check out: Saturday, 1 April 2017 - 1 room, 1 adult

 The Harrington ★★★★★ Guest rating 3.9 out of 5 price for 2 nights £233	 Cheval Phoenix House ★★★★★ Guest rating 4.7 out of 5 price for 2 nights £695	 Parkwood at Marble Arch ★★★★★ Guest rating 3.7 out of 5 price for 2 nights £240
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See more deals

Powered by
Hotels.com

Screenshots are for illustrative purposes and do not necessarily reflect actual bookings. However, the scenarios are real.

LTA (a): In-Scope Example

eDreams
travelling together

FLIGHTS HOTELS FLIGHT+HOTEL SELF CATERING CARS RAIL

Booking Confirmation

Status of your booking

Confirmed booking

Confirmation numbers for your booking are:
Flight: 464268330-4RYCLT

Your booking
Travel Itinerary

Date	Airport	Airline	Operated by
Departure 06:45 Thu, 24 Jul	Brussels - Brussels National (BRU)	British Airways	British Airways
Arrival 09:55 Thu, 24 Jul	London - Heathrow (LHR) Terminal 5	Aircraft type - 319	Class - Business
Connection - Change plane and terminal Check with airline for boarding time and gate! Transfer duration: 4 hours 20 minutes			
Departure 11:15 Thu, 24 Jul	London - Heathrow (LHR) Terminal 5	Virgin Atlantic	Virgin Atlantic
Arrival 14:35 Thu, 24 Jul	Los Angeles - Los Angeles Intl Airport (LAX) Terminal 2	Aircraft type - 744	Class - Business
Departure 16:55 Thu, 31 Jul	Los Angeles - Los Angeles Intl Airport (LAX) Terminal 2	Virgin Atlantic	Virgin Atlantic
Arrival 11:30 Fri, 1 Aug	London - Heathrow (LHR) Terminal 3	Aircraft type - 744	Class - Business
Connection - Change plane and terminal Check with airline for boarding time and gate! Transfer duration: 2 hours 55 minutes			
Departure 14:25 Fri, 1 Aug	London - Heathrow (LHR) Terminal 5	British Airways	British Airways
Arrival 16:35 Fri, 1 Aug	Brussels - Brussels National (BRU)	Aircraft type - 319	Class - Business

Passengers

Passengers	Type	Identity Document
	Adult	

Payment

Customer details	Price and payment method
We will send your ticket to the following e-mail address:	The total cost of your reservation is: € 2,058.62
Full Name:	Conditions related to the prices of these flights
Phone number(s):	The details of the amounts charged to your card are shown below:
e-Mail:	- Virgin Atlantic: € 1,952.02 - eDreams: € 106.60

Add a car rental to your trip

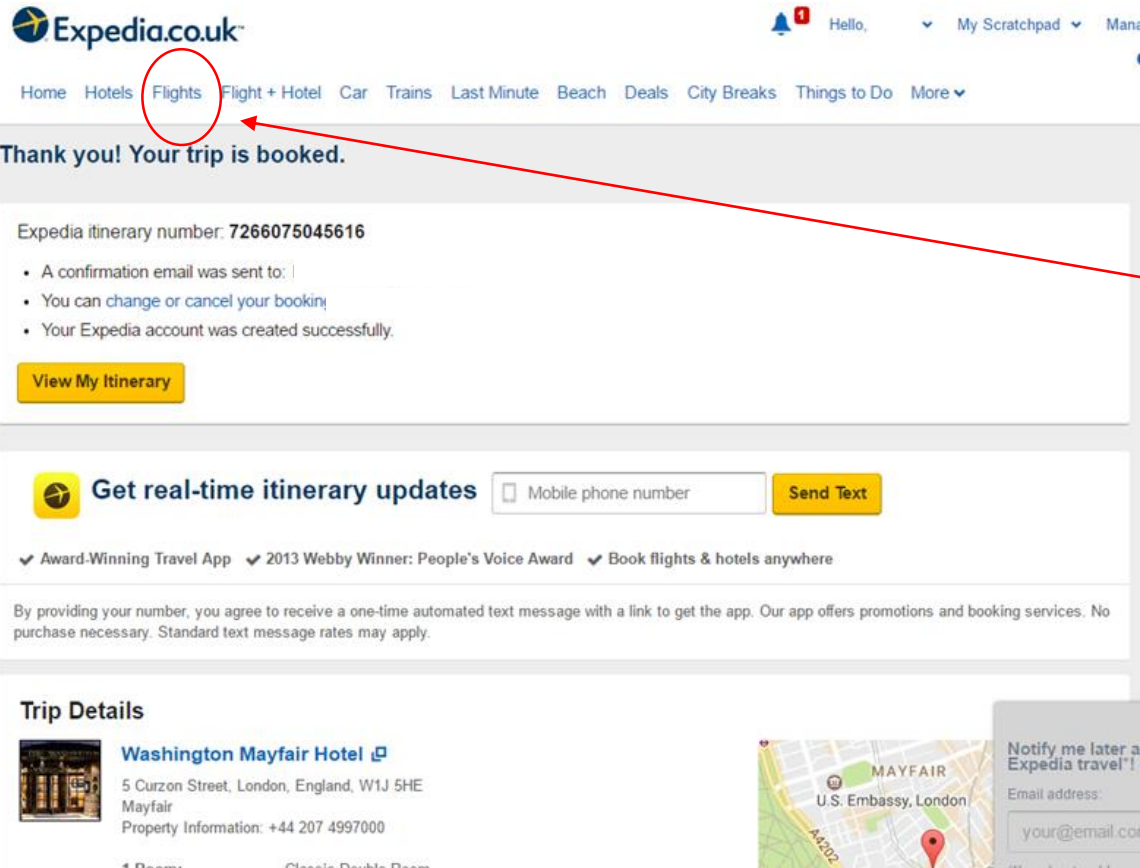
Economy	Compact	Intermediate	Mini
€44 /day	€52 /day	€80 /day	€41 /day

Post sell while in the booking path of the same trader

After the consumer books a return flight to Los Angeles, the trader (in this case eDreams) **“facilitates”** a continuation of the booking process by asking the consumer to “Add a car rental to your trip” and offering different options and prices. The second transaction is made through the same branded website but **“selected and paid for separately”** and **“for the purposes of the same trip or holiday”**.

LTA (a): Out-of-Scope Example

Consumer uses tabs to navigate between different travel services on the same website

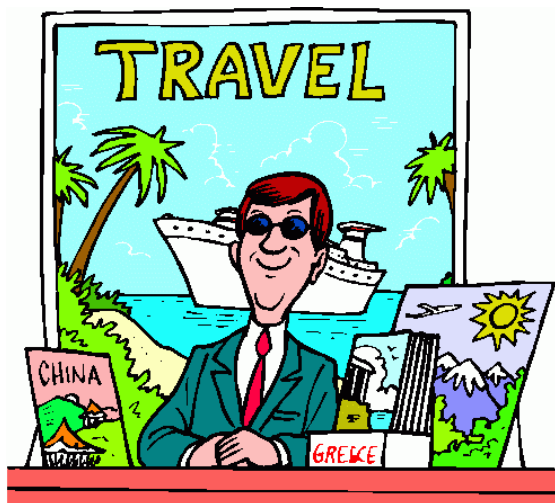


The Consumer purchases a hotel night at the Washington Mayfair Hotel in London. When they receive their booking confirmation they click on one of the tabs above to check on flights .

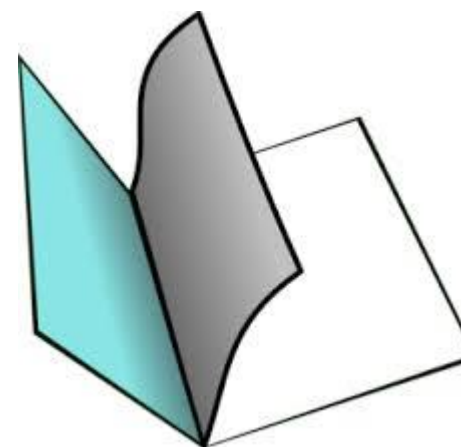
In this case there is no “facilitation”. The trader passively offers a range of different travel extras at the top of the booking confirmation page.

LTA (a): In-Scope Example

Offline travel agent “facilitates” a second purchase during a single visit or contact with his point of sale



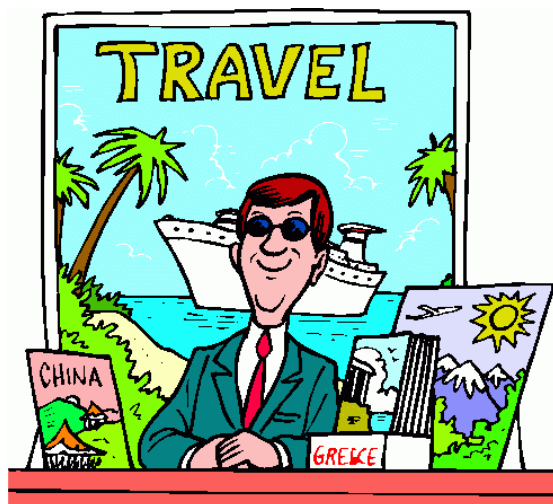
A consumer books a flight to Johannesburg through a high street travel agent.



Following the separate payment of the flight, the travel agent asks the consumer whether they would like a hotel in Johannesburg. The travel agent then “**facilitates**” a second transaction by giving the consumer a brochure with hotel options and together they make a second booking which is also paid for separately.

LTA (a): Out-of-Scope Example

Consumer returns to the same point of sale to make a second booking



A consumer books a flight to Johannesburg through a high street travel agent. They pay for the flight ticket and then leave the shop.

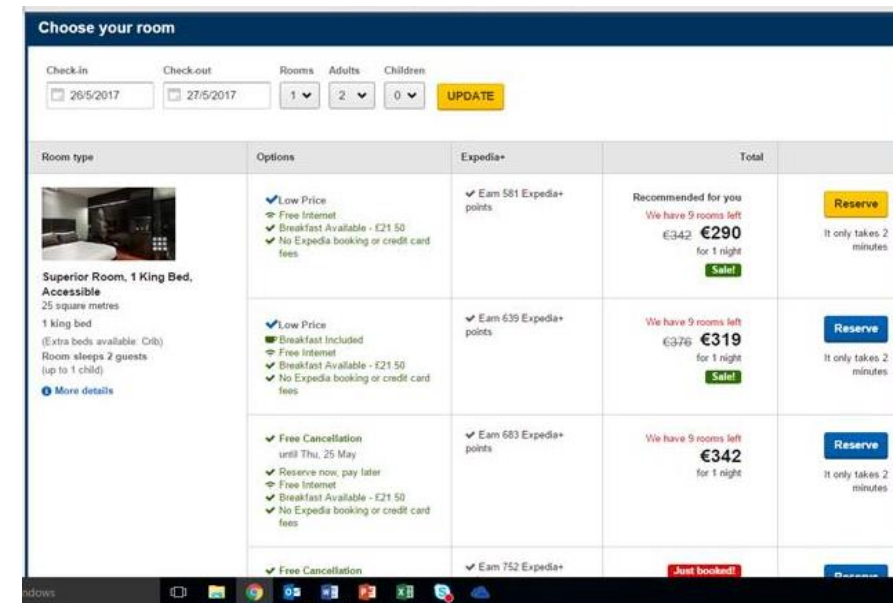
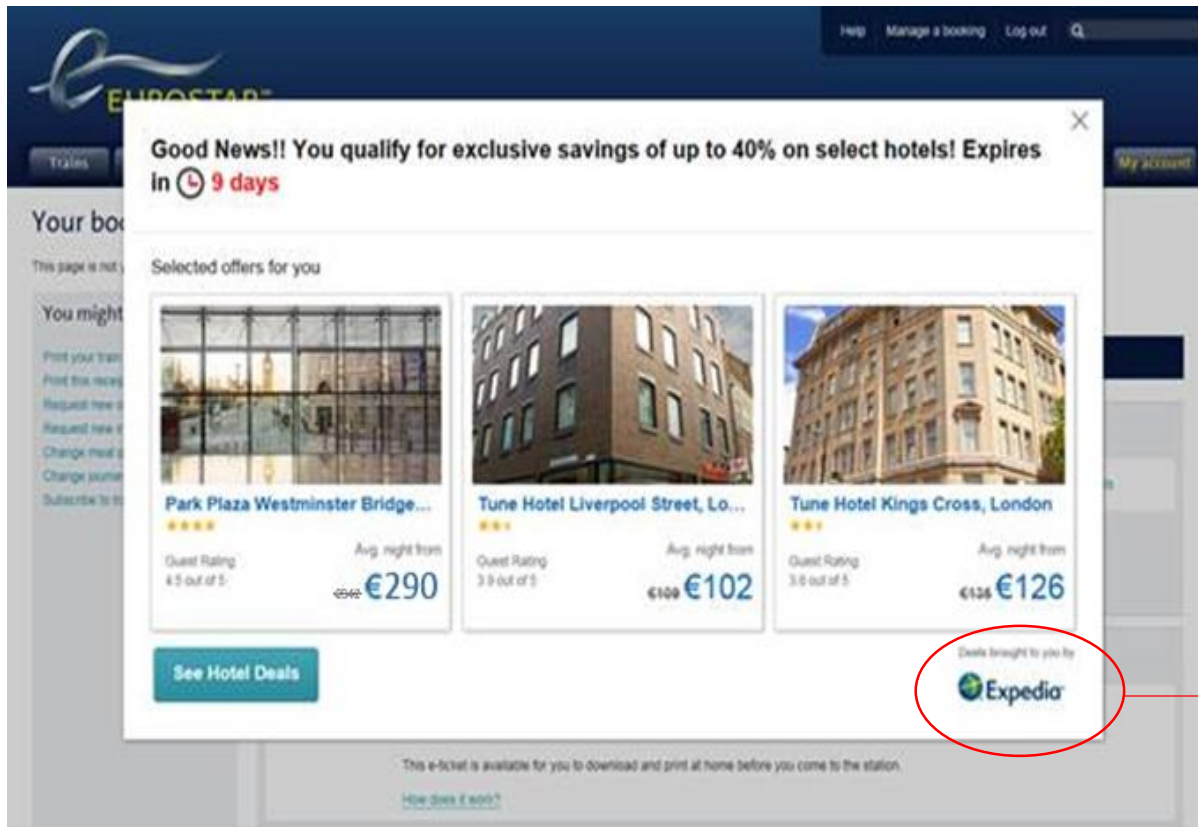
Second visit



Later on, the consumer returns to the shop in order to purchase hotel accommodation for the same trip and they conclude a second transaction. In this case there is **no “facilitation”**. This is comparable to the consumer using a tab on a website booking confirmation to make a second purchase (see page 12 above).

LTA (b): In-Scope Example

Post sell in a “targeted manner” with an “invitation to purchase” through a deep link

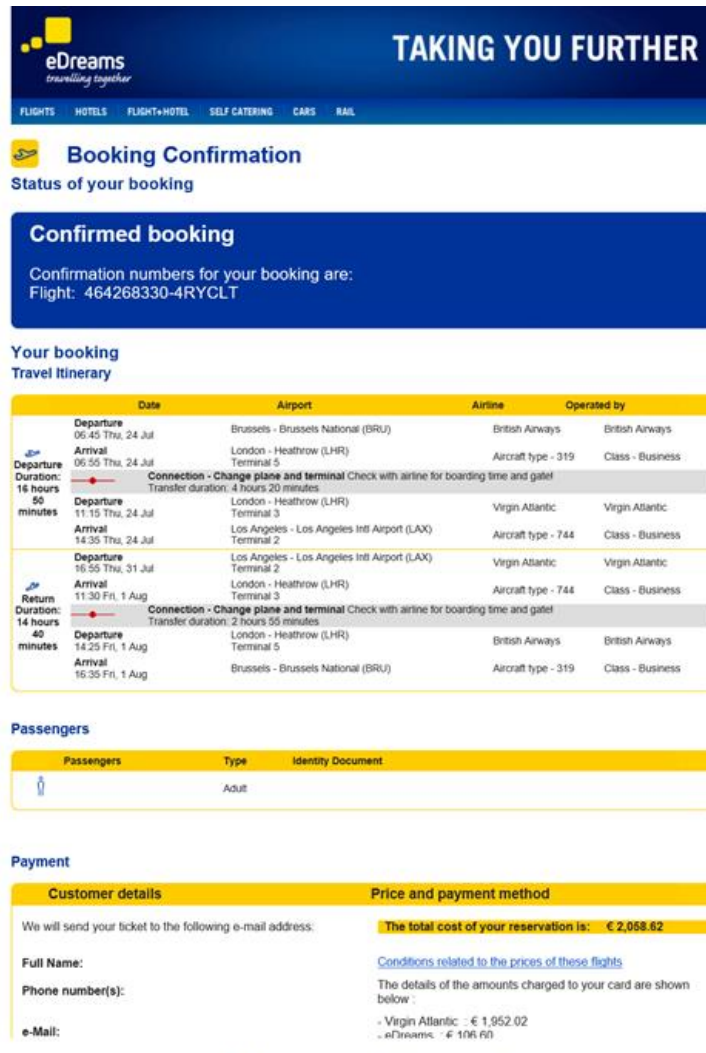


Offer is from
“another” trader

Clicking through the deep link for the first hotel offer at the Park Plaza in Westminster Bridge, the consumer gets a bookable hotel offer

LTA (b): Out-of-Scope Example

OTA booking confirmation with hotel booking site advert



The screenshot shows the eDreams website interface. At the top, the eDreams logo and tagline 'travelling together' are visible, along with navigation links for Flights, Hotels, Flight+Hotel, Self Catering, Cars, and Rail. The main heading is 'Booking Confirmation' with the subtext 'Status of your booking'. A blue box indicates a 'Confirmed booking' with confirmation numbers and flight details: Flight: 464268330-4RYCLT. Below this, the 'Your booking Travel Itinerary' is displayed as a table with columns for Date, Airport, Airline, and Operated by. The itinerary shows a round trip from Brussels to Los Angeles via London, with a connection in London. The return journey is also shown. Below the itinerary, the 'Passengers' section shows one adult passenger. The 'Payment' section displays the total cost of the reservation as €2,058.62 and provides details about the payment method and the e-mail address for the ticket.

Date	Airport	Airline	Operated by
Departure 06:45 Thu, 24 Jul	Brussels - Brussels National (BRU)	British Airways	British Airways
Arrival 06:55 Thu, 24 Jul	London - Heathrow (LHR) Terminal 5	Aircraft type - 319	Class - Business
Connection - Change plane and terminal Check with airline for boarding time and gate! Transfer duration: 4 hours 20 minutes			
Departure 11:15 Thu, 24 Jul	London - Heathrow (LHR) Terminal 3	Virgin Atlantic	Virgin Atlantic
Arrival 14:35 Thu, 24 Jul	Los Angeles - Los Angeles Intl Airport (LAX) Terminal 2	Aircraft type - 744	Class - Business
Departure 16:55 Thu, 24 Jul	Los Angeles - Los Angeles Intl Airport (LAX) Terminal 2	Virgin Atlantic	Virgin Atlantic
Arrival 11:30 Fri, 1 Aug	London - Heathrow (LHR) Terminal 3	Aircraft type - 744	Class - Business
Connection - Change plane and terminal Check with airline for boarding time and gate! Transfer duration: 2 hours 55 minutes			
Departure 14:25 Fri, 1 Aug	London - Heathrow (LHR) Terminal 5	British Airways	British Airways
Arrival 16:35 Fri, 1 Aug	Brussels - Brussels National (BRU)	Aircraft type - 319	Class - Business

Passengers	Type	Identity Document
1	Adult	

Customer details	Price and payment method
We will send your ticket to the following e-mail address:	The total cost of your reservation is: € 2,058.62
Full Name:	Conditions related to the prices of these flights
Phone number(s):	The details of the amounts charged to your card are shown below:
e-Mail:	- Virgin Atlantic: - € 1,952.02 - eDreams: - € 106.60



In this case, the consumer is shown an advert for a hotel booking site with a booking confirmation for a flight to Los Angeles. The site has the purpose of informing them about the availability of another relevant category of travel service. The location referenced in the advert is the same as the search but there is no specific offer being made.

The off-line equivalent of this would be the static advertisement in the retail space or shop window of a high-street travel agent. If such an advertisement (e.g. a branded airplane display) would encourage the consumer to book a travel service separately at home, that travel service could never give rise to an LTA in combination with any other travel service booked during his/her visit in the travel agency.

LTA (b): Out-of-Scope Example

OTA booking confirmation with offer linking to own website



LTA (b): Out-of-Scope Example

Tourism board transactional website with supplier/OTA ad

VisitBritain Limited [GB] | <https://www.visitbritainshop.com/world/checkout/creditcardreceipt/?confirmation=f768b01b-61c9-4111-b7ae-a7700117faa9¤tStepId=4>

The screenshot shows the 'Confirm' step of a checkout process on the VisitBritain Shop website. The page includes a progress bar with steps: Secure checkout, Welcome, Your Details, Payment, and Confirm. A red circle highlights an advertisement for Booking.com, which states '3628 Hotels ready for you in London' and includes a 'Book now' button. Below the ad, there is a 'Register' button and a section for tracking the order. The order details section shows the order number VB-GB-935898, billing and delivery addresses in Brussels, Belgium, and a table with the order item: London Travelcard, 1 Day, Zones 1-4, Peak: Adult (16+).

VisitBritain Shop
Official shop of the British Tourist Board

Continue Shopping | Help

Secure checkout | Welcome | Your Details | Payment | **Confirm**

Confirmation

What's next?
Please carefully check all the information in your order confirmation email, which you should receive within a few minutes of ordering.

Want to track this order?
If you register with us you'll be able to view your order history and easily find any vouchers we've emailed to you.

Register

Order Number **VB-GB-935898**
Billing Address Rue du Luxembourg, Brussels, 1000, Belgium
Delivery Address Rue du Luxembourg, Brussels, 1000, Belgium

Item	Quantity	Item Price	Sub Total	Delivery Method
London Travelcard, 1 Day, Zones 1-4, Peak: Adult (16+) Travelcard start date: 01/06/2017	1	£12.30	£12.30	Post Earliest delivery date: Monday 15 May 2017

In this case the consumer is shown an ad from booking.com on a confirmation from a tourism board online shop following the purchase of a London travel card. The advertisement states that “There are 3628 hotels waiting for you in London”. This has the purpose of informing the consumer about the availability of another relevant category of travel service (so for a specific location but not linked to the specific travel transaction of that specific customer). Should the customer click on the ad he/she will have to complete a new booking path providing name, e-mail address payment details etc. on the website of the other trader which is clearly branded differently to the consumer.

LTA (b): Out-of-Scope Example

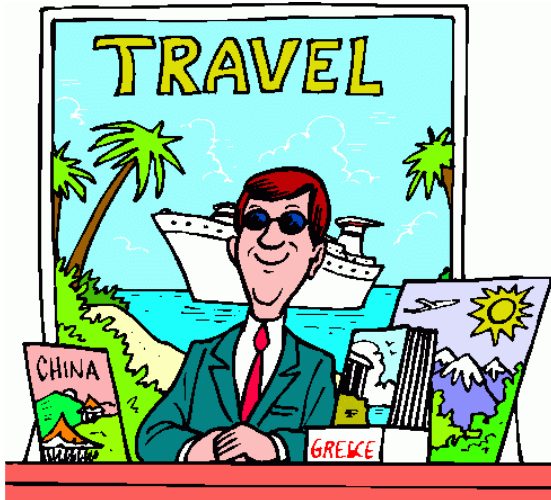
Supplier website with other supplier ad

The screenshot shows a booking confirmation page for Thalys. At the top, a navigation bar includes 'Reisselectie', 'Leverwijze', 'Gegevens en betaalwijze', and 'Bevestiging'. Below this is a red header with 'BEVESTIGING' and a printer icon. A green message box states: 'WE HEBBEN UW BESTELLING GOED ONTVANGEN' and 'We danken u voor uw bestelling via NMBS Europe'. It also mentions that a confirmation email will be sent and provides contact information for the Contact Center (+32 (0)70 79 79 79). The main content area is divided into three columns: 1. 'THALYS TICKETLESS' with the Thalys logo and a message about ticketless travel. 2. 'UW DOSSIER' showing the booking reference 'JGFFVDQ' and the reservation code 'QBSSBO'. 3. 'TOTAALPRIJS' showing '€ 136,00' for the group. A red circle highlights an advertisement for Accor Hotels, which offers a 10% discount on the hotel stay, with a 'RESERVEER NU!' button.

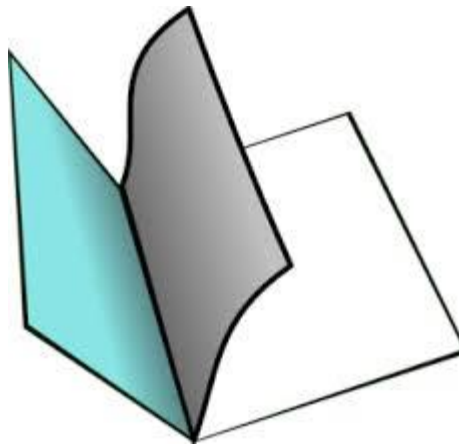
The consumer receives an advertisement from the Accor hotel group after booking a Thalys to Paris: “Up to 10% off your hotel”. This has the purpose of informing the consumer about the availability of another relevant category of travel service (so for a specific location but not linked to the specific travel transaction of that specific customer). Should the customer click on the ad he/she will have to complete a new booking path providing name, e-mail address payment details etc. on the website of the other trader which is clearly branded differently to the consumer.

LTA (b): In-Scope Example

Offline travel agent uses a brochure to “facilitate” a second purchase (within 24 hours) in “a targeted manner”



A consumer books a flight to Johannesburg through a high street travel agent.



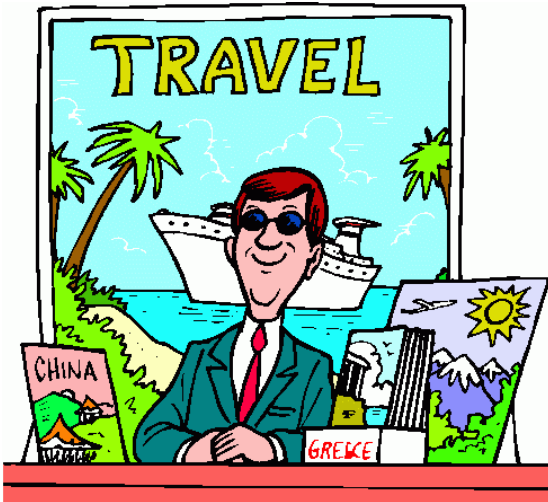
The travel agent “**facilitates**” a second transaction by giving the consumer a brochure with the rates per week (thereby giving the consumer an “incentive to purchase” through “a bookable offer for sale”) for hotel options in Johannesburg. There is a discount code linked to the travel agent.



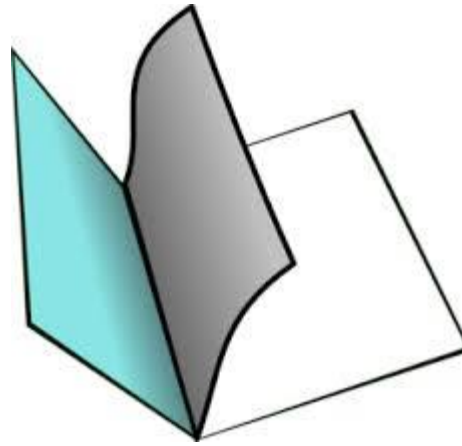
The consumer then returns home and makes a booking direct with the hotel using the discount code within 24 hours of the first purchase.

LTA (b): Out-of-Scope Example

Offline travel agent uses a brochure to “facilitate” a second purchase (more than 24 hours later)



A consumer books a flight to Johannesburg through a high street travel agent.



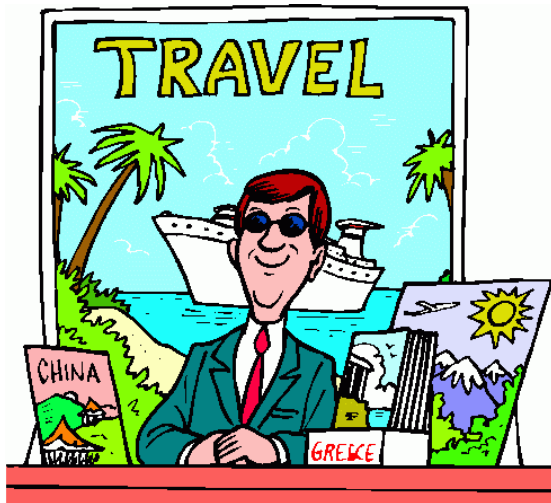
The travel agent “**facilitates**” a second transaction by giving the consumer a brochure with the rates per week (thereby giving the consumer an “incentive to purchase” through “a bookable offer for sale”) for hotel options in Johannesburg. There is a discount code linked to the travel agent.



The consumer then returns home and makes a booking direct with the hotel using the discount **code more than 24 hours** after the first purchase.

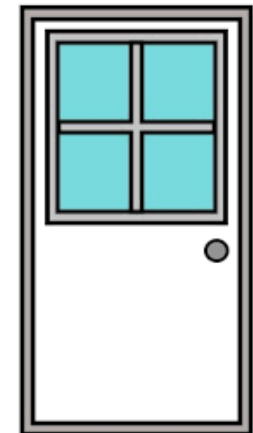
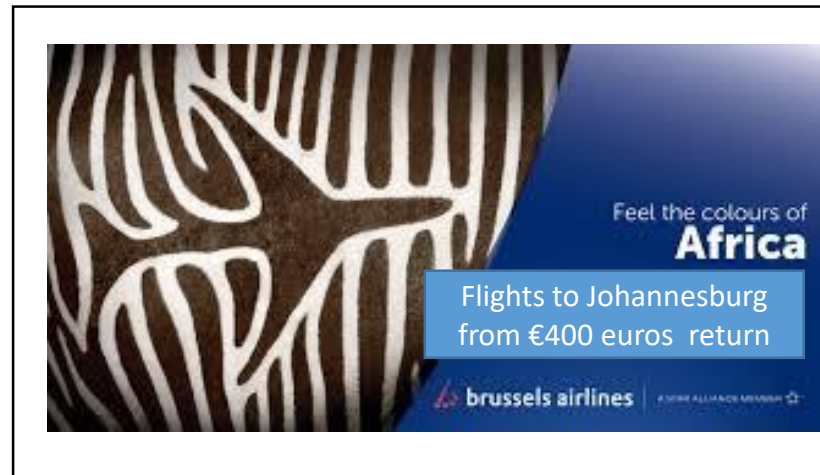
LTA (b): Out-of-Scope Example

Relevant advertising but no “facilitation” in “a targeted manner”



A consumer books a hotel in Johannesburg through a high street travel agent.

High Street Travel Agent

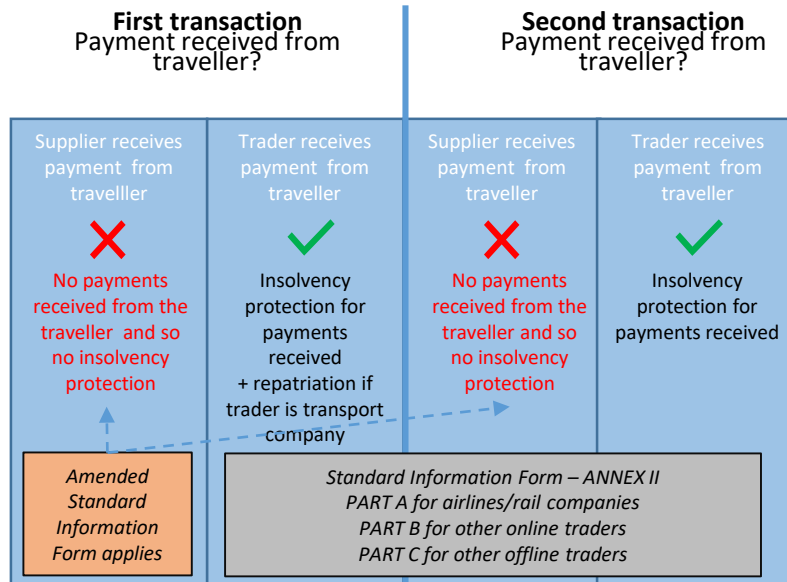


On leaving the shop the consumer sees an advert in the shop window for flights by Brussels Airlines to Johannesburg. When they return home (within 24 hours) they book a return flight to Johannesburg with Brussels Airlines. There is **no “facilitation”** in a “**targeted manner**” so this would not be an LTA.

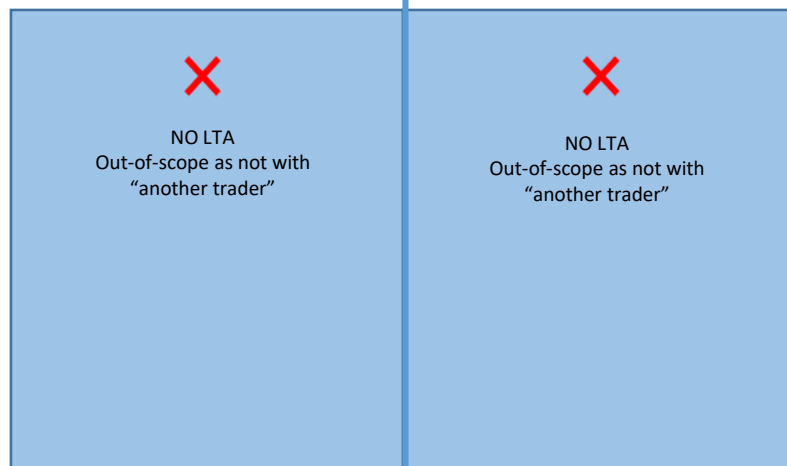
Linked Travel Arrangements: How to apply insolvency protection

One Trader

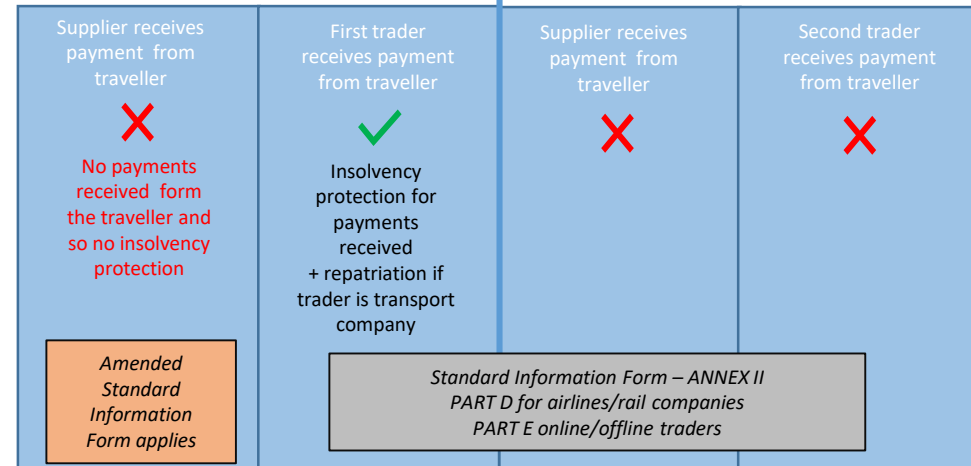
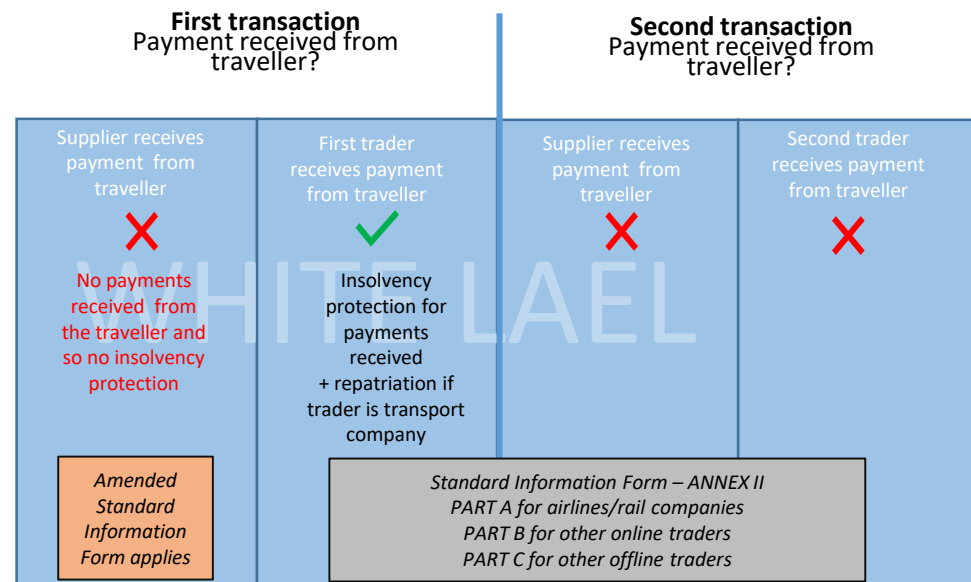
LTA A: Single visit or contact with one point of sale



LTA B: In a targeted manner



Two Traders



Linked Travel Arrangements: The amended Standard Information Form (on the basis of art 19 last paragraph)

- Article 19 requires that traders facilitating Linked Travel Arrangements provide the appropriate insolvency protection for the refund of all payments they receive from consumers.
- A large proportion of online bookings made through intermediaries involve the receipt of no payments from consumers, instead funds go straight to the airline or are paid on check out at a hotel. However, in cases where an intermediary is the first trader in a Linked Travel Arrangement, the Directive suggests that they will still be required to inform the consumer of the “protection” afforded to them under an LTA before they conclude a contract with a second trader. This is despite the fact that this protection does not exist in reality, as the intermediary only has insolvency protection for the payments it has received from the consumer which in the majority of cases is nothing.
- This renders the Standard Information Form confusing for consumers who may be misled into believing that they have enhanced protection when this is not the case. The objective of the Standard Information Form is to ensure that consumers understand the protection afforded to them by the purchasing choices they make. It would be a better outcome for consumers and businesses if it is an accurate reflection of reality. For this reason an amended Standard Information Form could be used on those situations:

If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our company/XY, you will NOT benefit from rights applying to packages under Directive (EU) 2015/2302. Therefore, our company/XY will not be responsible for the proper performance of the individual travel services. In case of problems please contact the relevant service provider. Please note that there is no refund in the event of the insolvency of the relevant service provider.

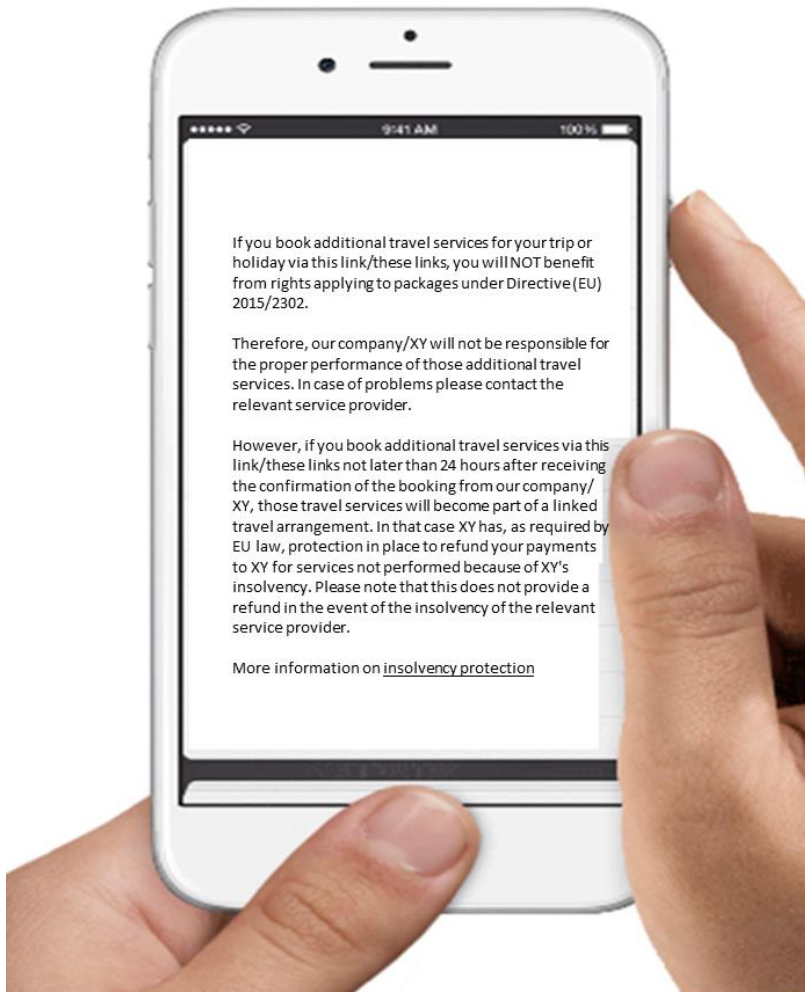
What the Directive says:

Article 19

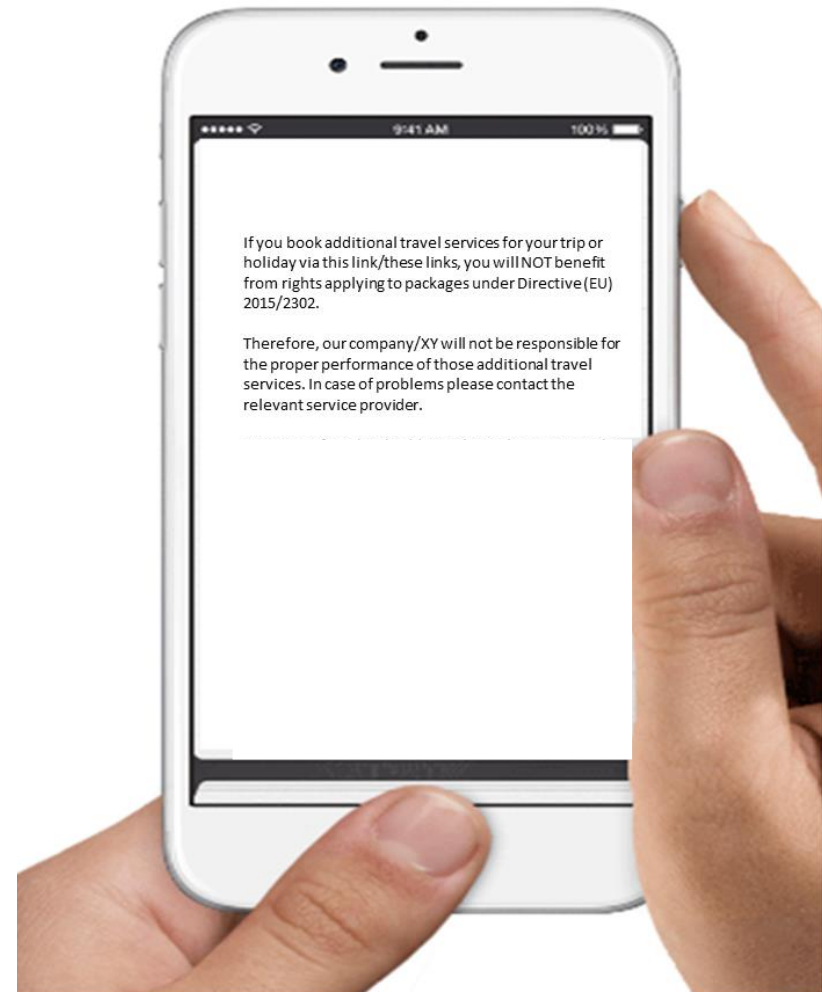
- Member States shall ensure that traders facilitating linked travel arrangements shall provide security for the refund of all payments they receive from travellers...
- Before the traveller is bound by any contract leading to the creation of a linked travel arrangement... the trader facilitating the linked travel arrangements... shall provide the traveller with [information in the] standard form set out at Annex II...
-or, where the particular type of linked travel arrangement is not covered by any of the forms set out in that Annex, provide the information contained therein.

Linked Travel Arrangements: Size of devices and screen space needs to be taken into account

The standard information form needs to be adapted to work on small screens like smart phones and tablets



Limiting the standard information form to the first half of the message helps to convey the correct message to consumers



Linked Travel Arrangements: When to serve the Standard Information Form

First transaction

Second transaction

Providing Standard Information Form prior to the first transaction is not meaningful for the consumer

LTA A: Single visit or contact with one point of sale

LTA B: "In a targeted manner"

Search page

Selection of travel service

Agreement to offer

Consumer uses tabs to select a second travel service for the purposes of the same trip or holiday

Consumer is encouraged to continue the booking process e.g. "Add a car rental to your booking" and clicks through to either the same website or a white label site with the same look and feel



No LTA and therefore no Standard Information Form



LTA and therefore Standard Information Form should be served

Within a 24 hour period the consumer is served a targeted invitation to purchase by another trader, either on the same website or through a confirmation email or another means



LTA and therefore standard information form should be served

Exclusion of Accommodation for Residential Purposes

- “Residential purposes” is not defined in the Directive but it’s a term that needs to be more precise if it is to be meaningful to the modern travel market.
- Short to medium term rental offers are offered through platforms like Airbnb and HomeAway where, for example, car rental companies may be marketing car rentals to consumers interested in residential rent for courses, business projects or temporary housing.
- Accommodation should be considered to be provided for a “residential purpose” if it relates to a short-term rental with a stay of more than 14 days.
- To put this into context, according to the latest available [tourism data from EUROSTAT](#) only 5.8% of trips taken by EU residents were for longer than 14 days.



In scope

Short-term rentals of less than 14 days



Out-of-scope

Short-term rentals exceeding 14 days

What the Directive says: Recital 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’.

Assessing Packages Including “Other Travel Services”

- It's often the case that hotels will bundle a free gift voucher with accommodation offering (for example giving the guest museum entry) as an added incentive to book. In cases where a service is optional and clearly a free incentive then it should not be considered as an “additional travel service” capable of forming a package.
- The value of the optional additional travel service should be irrelevant as these free products are optional and are not to be deemed part of the travel service procured.
- Traders should not be in the position of having to assess the face value of a free bundled incentive to book a service in order to establish whether a package has been concluded.

In scope



Additional travel services which are clearly not an optional additional travel service but a genuine part of the package either in terms of their value or because they constitute the reason for the trip or holiday.

Out-of-scope



Bundled incentives which are included free of charge.

What the Directive says:

Recital 18

Other tourist services which are not intrinsically part of carriage of passengers, accommodation or the rental of motor vehicles or certain motorcycles...if such services are combined with only one other type of travel service... 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.