

Thematic Fiche

► **Package Travel**

DISCLAIMER:

The information and views set out in this publication are those of the author(s) and do not necessarily reflect the official opinion of the Commission. The Commission does not guarantee the accuracy of the data included in this publication. Neither the Commission nor any person acting on the Commission's behalf may be held responsible for the use which may be made of the information contained therein. This document is not legally binding, and it is not a formal interpretation of EU or national law, nor can it provide comprehensive or complete legal advice. It does not intend to replace professional legal advice on particular issues. Readers should also remember that EU and national legislation is being continuously updated: any paper version of the fiche should be checked against possible updates on the website www.consumerlawready.eu.

MAY 2024

Contents

I.	Background.....	4
II.	The main elements of the EU Directive on package travel and linked travel arrangements	4
A-	What is the directive about?	4
1.	Definitions: what am I selling to travellers?	4
2.	Clear and standardized information to travellers.	6
3.	Modification of package holiday contract terms by the organiser.	7
4.	The organiser of the package is liable toward travellers.	8
5.	SMEs selling packages shall have an insolvency protection.	9
6.	Travellers benefit from cancellation rights.	9
7.	Assistance to travellers.....	10
B-	Additional points of relevance for SMEs	10
1.	Refund and compensation to be paid in cash except expressly agreed otherwise by travellers.	10
2.	Is there a time limit to bring a legal action in the Package Travel Directive.....	11
III.	Interlinks between the Package Travel Directive and the Passenger Rights Regulations	11
IV.	The review of the Package Travel Directive: 'Passenger Mobility Package'	12
V.	Additional relevant documents	13
	Annexes - Relevant case law for SMEs	15
	Unavoidable and extraordinary circumstances	15
	Price transparency and optional price supplements.....	16
	On the information to passengers about the cancellation	16
	Stand-alone flights booked through an online booking platform.	16

I. Background

The tourism sector plays an important role in our economy, with the EU as the world's leading tourist destination in 2022. Around 2.3 million EU enterprises are operating in this area, nearly all of them SMEs, employing almost 11 million workers.

The aim of this thematic factsheet is to help you, working in the tourism sector, or wishing to develop within it, by providing an overview of the main rules governing the sector of Package Travel and linked travel arrangements contracts in the EU, relevant links, and sources for further information.

This fiche is about travel packages, so when combining different types of travel services. These packages can be purchased online or offline (brick and more mortar agency), organized in advance or customized to travellers' tastes (e.g. a trek in a specific non-EU country). **They can be offered by tour operators, travel agencies, carriers, and other players.**

NB: In this Fiche, we use the word “travellers” instead of “consumer”, in order to correspond to the wording used in the Package Travel Directive. The directive also contains provisions for certain types of business travel, which are not addressed specifically in this document.

II. The main elements of the EU Directive on package travel and linked travel arrangements

A-What is the directive about?

1. Definitions: what am I selling to travellers?

If your company sells two or more different types of travel services, such as transport combined with accommodation, car rental or, under specific conditions, other tourist services (visit of a museum or ski pass etc.), you have a few obligations originating from the [EU Package Travel Directive](#). [Each Member State may have implemented these slightly differently, so there are some variations.](#)

What is the difference between Packages and Linked Travel Arrangements?

Under the Package Travel Directive (PTD), the **Package Travel Definition** is quite broad (Article 3(2) PTD). Package travel encompasses all sales involving *at least two different types of travel*

services for the same trip or vacation stay, booked under a single contract with a single supplier (for instance one Travel agency or an online booking site).

It also includes sales involving the booking of services from different suppliers under separate contracts, if:

- The travel services are purchased from a single point of sale (store, call centre or website) where the customer chooses these services before agreeing to pay, i.e. before concluding the first contract.

- Services are sold at an all-inclusive price.
- Services are advertised or sold as a “package” or with similar wordings.
- Travellers have the right to choose from a selection of travel services, such as a gift box.

The combination of a travel service such as accommodation with another tourist service, not intrinsically part of passenger transport, accommodation or the rental of motor vehicles (eg. a guided tour, a car rental, or access to a concert) can only be considered a package travel if the additional service represents at least 25% of the overall value of the trip or constitutes an essential feature of the trip.

Linked travel arrangement (LTAs) are combinations of services that are not package travel.

They include travel services purchased from different professionals under separate but linked contracts. They are considered linked when a

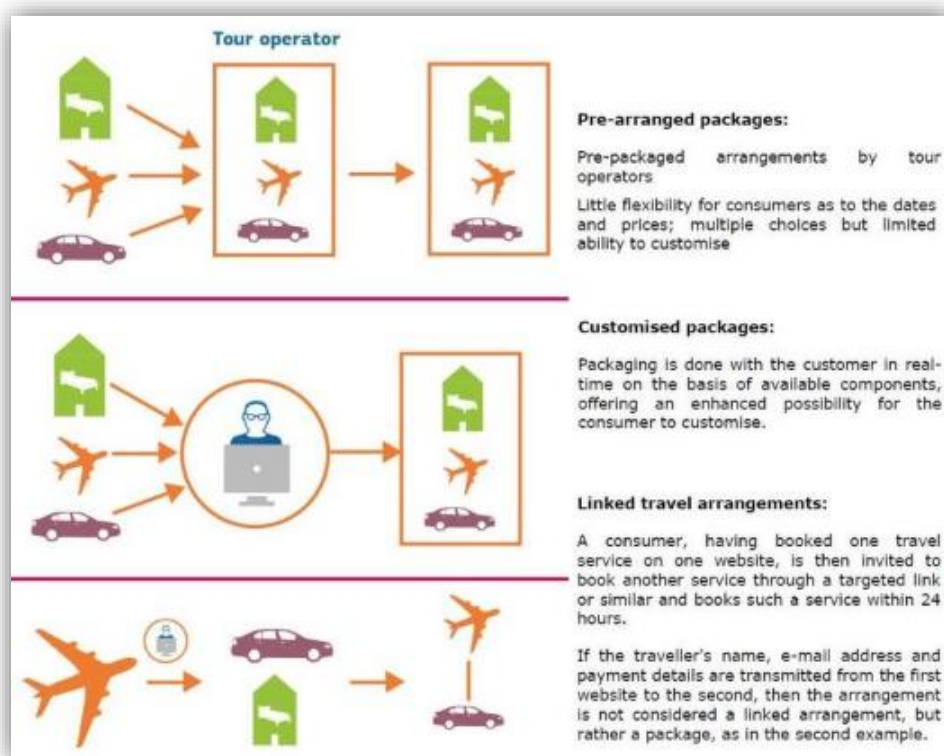
Figure 1 : differences between the different types of 'packages' & Link Travel Arrangements contracts. Source [European Commission](https://ec.europa.eu/consumers/odr/).

professional facilitates the booking of the following services, and these services are purchased for the purposes of the same trip or vacation stay.

Linked travel services rules apply only if you as a provider facilitate:

- the booking based on a *single visit* or contact at your point of sale, e.g. a single meeting with a travel agent; or
- the additional booking made in a targeted manner and the conclusion of a contract for the corresponding travel services with another professional, within 24 hours of confirmation of the booking of the first travel service.

The combination of a travel service such as accommodation with another tourist service (guided tour or concert ticket) can only be considered as a linked travel service if the additional service represents at least 25% of the overall value of the trip, or if it constitutes an essential feature of the trip.



Identifying properly the type of products you are offering to travellers is important, for several reasons:

- Your obligations as traders, particularly regarding information duties, but also your liabilities, vary according to the type of tourism products sold,

- Travellers must receive different pre-contractual information, and their level of protection also varies greatly according to the product they are buying from you.

Being clear from the beginning can help avoiding disputes with your travellers, any possible breach of the PTD and their national transpositions, and thus avoid sanctions from national authorities.

Good to know:

For concrete examples of packages and linked travel arrangement contracts and to help you draw the line between the different types of tourism products and determine your obligation toward travellers, you can consult, the [factsheet](#) and the [flowchart](#) developed by the European Commission on the Package Travel Directive.

2. Clear and standardized information to travellers.

The Package Travel Directive provides for enhanced information requirements toward travellers.

Organisers, retailers and traders facilitating an LTA must provide travellers with specific information before the conclusion of the contract (Articles 5 and 19 PTD), in a clear, comprehensible, and prominent manner.

Travellers must be informed of their key rights through standardised forms to be found in the [Annexes of the Package Travel Directive](#)¹.

For package travel contracts

Such pre-contractual information requirements for package travel contracts contains for instance the itinerary with dates and number of nights included, the transport provided (by plane, train etc.), including the times of departure and return; if the

trip is accessible for persons with reduced mobility; the total price inclusive of taxes and any additional costs; and arrangements for payment (ex : agenda for payments etc.).

SMEs must pay particular attention to drafting this pre-contractual information, as they are binding (Article 6 PTD).

Once a Package Travel Contract is concluded, the PTD (Article 7) establishes that travellers should receive a contract confirmation. It must contain all the pre-contractual information, plus, the following additional information in a clear, comprehensible, and prominent manner:

- Special requirements of the traveller which the organiser has accepted.
- A reference to the fact that the organiser is responsible for the proper performance of all travel services included in the contract

¹ <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32015L2302#d1e32-25-1>

and is obliged to provide assistance if the traveller is in difficulty.

- The contact details of the insolvency protection organisation and the organiser's local representative, or of a contact point or any other service which enables the traveller to contact the organiser quickly and efficiently.
- The information that the traveller is required to inform the organiser of any perceived lack of conformity of the services with the contract.

- In case of an unaccompanied child, information enabling direct contact with the child or the person responsible for the child.
- The complaint-handling procedures.
- The traveller's right to transfer the Package Travel Contract.
- 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.

For linked travel arrangements

Pre-contractual information requirements for linked travel arrangements (LTA) contracts are defined in Article 19 of the Package Travel Directive.

Travellers shall notably be informed before the conclusion of the LTA contract that they will not benefit from any of the rights applying exclusively to packages and that each service provider will be solely responsible for the performance of their own service. Travellers will for instance also be

informed that they will benefit from insolvency protection if a travel service which is part of a linked travel arrangement is not performed because of the insolvency of the trader proposing the LTA.

To be compliant with such pre-contractual information obligations, trader facilitating a linked travel arrangement shall provide the traveller with that information by means of the relevant standard form set out in Annex II of the Package Travel Directive.

Special attention must be paid by SMEs when sharing this information with travellers. Indeed, in the event of a dispute, the burden of proof that this information has been provided (both in terms of content and form) lies on you.

3. Modification of package holiday contract terms by the organiser.

The PTD Directive introduces harmonised and strict rules to be followed in the event of changes to package contracts you concluded with travellers.

If the organiser is informed within a reasonable time, a traveller who has booked a package travel may transfer the travel contract to another person, subject to reasonable charges.

The PTD provides for the possibility of the organiser to increase the price of the package travel in the event of an increase in certain costs (e.g., the price of fuel in case of plane trip). However, **this clause must be clearly mentioned**

in your contract and cannot be applied less than 20 days before the start of the trip. If the price increase **exceeds 8% of the package price,**

your customer can cancel the contract without paying cancellation fees.

As the organiser you have the right to cancel the contract before the start of the package under strict situations which are:

- Where the number of people booked for the package is less than the minimum number

specified in your contract with the traveller, and you notify the traveller of the cancellation of the contract within the period specified in the contract, but no later than:

- 20 days before the start of the package in the case of trips lasting more than six days;
- 7 days before the start of the package in the case of trips lasting between two and six days.
- 48 hours before the start of the package in the case of trips lasting no more than two days,

In case of **exceptional circumstances**, such as natural disasters or serious safety problems at the destination that could affect the package, the organiser may also cancel the package.

In such cases of cancellation on your part (Article 12(3) PTD), you must reimburse the traveller within 14 days, but are not obliged to pay any further compensation.

4. The organiser of the package is liable toward travellers.

Under the Package Travel Directive, the rules on liability are clear: if you are the organiser of the package, you are liable if something goes wrong, no matter who performs the travel services (the airline, the hotel, the car-rental enterprise etc.).

In the text, there are rules for non-compliance, termination, and compensation. For instance:

- If any of the travel services are not performed in accordance with the contract, you, as an organiser, shall remedy the lack of conformity, unless that is impossible or if the costs are disproportionate.
- Where a significant proportion of the travel services cannot be provided as agreed, you

shall provide travellers with a suitable alternative arrangement of equivalent or higher quality at no extra cost. The directive provides no definition what constitutes a "significant proportion".

- If the travellers' return cannot be ensured because of '*unavoidable and extraordinary circumstances*' (storm etc., see chapter V. for details), you shall, as organiser, pay the cost of accommodation for up to three nights.
- Your travellers can terminate their contract at no cost if a substantial lack of conformity affects the performance of the package and you fail to remedy it.

Regulatory choice from Member States:

Under the Package Travel Directive, Member States had the possibility to maintain or introduce in their national transposition law rules under which retailers of package travel contracts are also responsible for the performance of the package.

It is therefore important to check the national transpositions regarding Article 13(1) of the Package Travel Directive in the place you are operating and in the place where you are targeting EU travellers.

5. Traders (including SMEs) selling packages shall have an insolvency protection.

If you are a tour organiser under the Package Travel Directive (Article 17 PTD), you must take out insolvency protection. This guarantee shall cover refunds of the travellers' pre-payments and repatriation in case you go bankrupt.

While the Package Travel Directive specifies that tour organisers shall be protected for the case of insolvency, the text is not specific on how such protection should be organised. As a result, **Member States could organise insolvency**

protection differently, as long as it is effective in accordance with the requirements of the PTD.

This insolvency protection rule also applies to traders facilitating LTAs which shall provide a refund guarantee for payments they receive from the traveller in case the relevant travel service is not performed due to insolvency. This guarantee also covers repatriation when the trader facilitating an LTA is responsible for the carriage of passengers, e.g. an airline

Snapshot of national implementations

In practical terms, according to the **Report on the Application of the Package Travel Directive**, in 21 Member States, the insolvency protection is organised by the tourism sector itself, by:

- private guarantee funds,
- insurance companies,
- a combination of both or other forms of private arrangement, such as bank guarantees.
- In two Member States (Finland and Portugal) there is a guarantee fund established as a public entity.
- In four Member States (Czechia, Denmark, Malta, Poland) and the UK, a mixed systems have been established, meaning that a form of private security is complemented by a publicly administered guarantee fund (double layer scheme) or that the guarantee funds are administered by private-public organisations.
- For more details, see **the Report on the application of the Package Travel Directive** (status: June 2019).

6. Travellers benefit from cancellation rights.

Under the Package Travel Directive, travellers can cancel their package travel contracts at any moment before the start of the package. However, rules on refund will differ depending on the

circumstances of the cancellation.

For instance, the PTD provides that travellers can cancel their package travel contracts for any reason against **an appropriate and justifiable**

termination fee to you (Article 12(1) PTD). In such case, and despite not being mandatory, we encourage you to specify in the Package travel contract the reasonable standardised termination fees that you would like to apply. If travellers request it, you must provide a justification for the termination fees.

Travellers can also cancel their holiday, free of charge (no cancellation fee applicable) in the event of **unavoidable and extraordinary circumstances**² occurring at the place of

destination or its immediate vicinity and significantly affecting the performance of the package or the transport of passengers to the destination (Article 12(2) PTD). They can also cancel free of charge if the package price is raised over 8% of the original price.

Refund to travellers shall be made after the termination of the contract **within 14 days**, in money, except if the travellers accept otherwise, for example a voucher.

7. Assistance to travellers

Under the Package Travel Directive, as a tour organiser, you are responsible to assist travellers if for instance, they cannot return from their holiday in case of unavoidable extraordinary circumstances (natural disasters, terrorism etc.). In such cases, travellers must be granted an accommodation for up to three nights. Additional nights are covered in line with the relevant passenger rights regulations³

As a package organiser, you must also provide assistance to travellers in difficulty, for example due to health issues, in particular, by providing information on health services, consular assistance, facilitating communication and finding alternative travel arrangements. If the traveller is responsible for causing the problems, the package organiser can charge for such service, up to its actual cost.

B-Additional points of relevance for SMEs

1. Refund and compensation to be paid in cash except expressly agreed otherwise by travellers.

Under the Package Travel Directive (and under all Passenger Rights Regulations), when reference is made to refund or compensation, they should be paid **in money**, except if the passenger agrees expressly otherwise.

This has been confirmed by the European Commission [Interpretative Guidelines](#) on EU

passenger rights regulations in the context of the developing situation with Covid-19. **For information on the use of vouchers, see also the European Commission's [Recommendation \(EU\) 2020/648](#)**, which stresses the right to reimbursement in money under all travellers rights legislations, including the PTD.⁴

² The European Court of Justice has clarified the definition and impact of unavoidable and extraordinary circumstances. See the annex for relevant case law on this topic.

³ The Consumer Law Ready consortium is working on a horizontal fiche on the Passengers Rights and it will be published in the last quarter of 2024/beginning of 2025.

⁴ This was also confirmed by the European Court of Justice. See [Case C-407/21](#), Union fédérale des consommateurs - Que choisir (UFC - Que choisir), Consommation, logement et cadre de vie (CLCV) v Premier ministre, ministre de l'Économie, des Finances et de la Relance.

2. Is there a time limit to bring a legal action in the Package Travel Directive

This depends on national law in each European country and will therefore vary throughout the EU.

Check with the national enforcement authority in your country or a European⁵ or national traveller centre for more information.

III. Interlinks between the Package Travel Directive and the Passenger Rights Regulations

It is very common for package holidays contracts governed by the Package Travel Directive (PTD) to include travel services (a plane + an hotel and a car rental etc.). Travellers thus have, in principle, rights in relation to both the package organiser under the PTD and the operating air carrier under the Air Passenger Rights Regulation⁶, for example, if the passenger flight is delayed at arrival by 5 hours.

In the Air Sector, the Regulation on Air Passenger Rights⁷ stipulates that that text **also applies to flights within a package tour**, except where a package travel contract is cancelled for reasons other than cancellation of the flight (for example, in the event of a hotel cancellation). It is also stated that the rights granted under Air Passenger Rights Regulation do not affect the rights granted to travellers under the PTD.

The Package Travel Directive⁸ the right to compensation or price reduction under that Directive does not affect the rights of travellers under the Air Passenger Rights Regulation. However, any compensation and price reduction granted under passenger rights regulations and

under the PTD **shall be deducted from each other to avoid overcompensation.**

It is to be noted that neither the Passenger Rights Regulation nor the Package Travel Directive deals with the question of who, between the package organiser or the operating air carrier, has to bear the cost of their overlapping obligations. **Resolving such a matter will thus depend on the contractual provisions between you as organisers, the air carriers and the applicable national law.** Any arrangements made in this regard (including practical arrangements to avoid overcompensation) must not impact negatively on the passenger's ability to address the passenger's claim to either you as package organiser, or to the air carrier and to obtain the appropriate entitlements for the rights that do not arise under the Package Travel Directive.

For instance, the European Court of Justice ruled that passengers who have the right to hold the travel organiser liable for reimbursement of the cost of their air ticket under the Package Travel Directive⁹, **can no longer claim reimbursement of the cost of that ticket from the air carrier under Air Passenger Rights Regulation**, even if

⁵ https://commission.europa.eu/live-work-travel-eu/consumer-rights-and-complaints/resolve-your-consumer-complaint/european-consumer-centres-network-ecc-net_en

⁶ (see thematic factsheet on the Passenger Rights Regulations).

⁷ Article 3(6) and Recital 16 of the Air Passenger Rights Regulation 261/2004.

⁸ Article 14(5) PTD

⁹ See Article 8(2) of the Air Passenger Rights Regulation.

the tour organiser is financially incapable of reimbursing the cost of the ticket and has not taken any measures to guarantee such reimbursement ([Case C-163/18 Aegean Airlines](#)). **Therefore, passengers who are entitled to seek reimbursement from their travel organiser under the PTD are not able to seek reimbursement from the air carrier under Air Passenger Rights Regulation.**

The situation is different regarding compensation, where **a traveller may seek compensation** directly from the air carrier for flights delayed for three (3) hours or more, or if it is cancelled, **even if there is no contract between that traveller and the respective air carrier** but the flight is part of a package (Case [C-215/18 Primera Air Scandinavia](#)).

For more information about the interlinks between the Package Travel Directive and the Air Passenger Rights Regulation, see the updated European Commission Interpretative [Guidelines](#) on Regulation on the Air Passenger Rights Regulation.

IV. The review of the Package Travel Directive: ‘Passenger Mobility Package’

In November 2023, the European Commission published the so-called “[Passenger Mobility Package](#)” which intends to [revise the 2015 Package Travel Directive](#) to make the protection of package travellers more effective, in particular, during crisis situations, in light of the experiences during the Covid-19 pandemic.

In addition, the European Commission published two initiatives dealing with Passenger Rights:

- A proposal [to amend the Passenger Rights framework](#) in view of strengthening the enforcement mechanisms and

introducing rules for air passengers who booked their flights via an intermediary, including on reimbursement;

- and a [Proposal on passenger rights in the context of multimodal journeys](#) which proposes to set new rules to protect passengers using different types of transport, like buses, trains, and planes, all in one trip.

More information about the Passenger Rights framework will be available in the Passengers rights factsheet to be published late 2024.

V. Additional relevant documents

- See the 2018 European Commission Factsheet on the Package Travel Directive called: [“Stronger EU protection for package holidays How does it work in practice”](#).
- See the Package Travel Directive [“Flow-chart”](#) , drawn to better understand visually what kind of tourism product holiday makers receive.
- European Commission’s [webpage centralising the national transpositions](#) of the Package Travel Directive.
- The 2020 European Commission [New Consumer Agenda](#).
- The 2019 Report on the click-through bookings called [“Click-through Report”](#) and its [Annexes](#).
- The [2021 Report](#) on the Application of the Package Travel Directive.
- Commission [Recommendation \(EU\) 2020/648](#) on vouchers offered to passengers and travellers as an alternative to reimbursement for cancelled package travel and transport services in the context of the COVID-19 pandemic

Annexes

Annexes – Case law relevant for SMEs

Unavoidable and extraordinary circumstances

European Court of Justice case law on the meaning of ‘unavoidable and extraordinary circumstances occurring at the place of destination or its immediate vicinity and significantly affecting the performance of the package’ under Article 12(2) PTD

The provision of the Package Travel Directive relating to traveller’s cancellation in the event of “unavoidable and extraordinary circumstances” was widely disputed during the COVID-19 pandemic and was subject to numerous interpretations.

In two successive rulings in 2024, the European Court of Justice clarified the interpretation of Article 12(2) of the Package Travel Directive, in the context of the COVID-19 pandemic.

In its QM v Kiwi Tour GmbH ([Case C-584/22](#)) ruling, the European Court of Justice ruled that Article 12(2) must be interpreted as meaning that, in relation to “unavoidable and extraordinary circumstances”, **account must only be taken of the situation prevailing on the date on which that traveller terminated their travel contract**.

In the case M.D. v UAB Tez Tour ([C-299/22](#)), the European Court of Justice has provided clear guidance on how national courts can assess whether a traveller has a right to terminate a package travel contract due to “unavoidable and extraordinary circumstances”.

To establish the existence of unavoidable and extraordinary circumstances, which have occurred at the destination of the package or in the immediate vicinity, it is not essential for the authorities of the State of departure or of the State of destination to have issued an official recommendation advising travellers against travelling the area concerned, or an official decision classifying the area as a risk area (so-called ‘travel warnings’).

The European Court of Justice also clarified that the concept of “unavoidable and extraordinary circumstances which have significant effects on the performance of the package or on the carriage of passengers to the destination” is not limited to circumstances which make it impossible to perform the package. It also covers circumstances which, without preventing such performance, make it impossible to perform the package without endangering the health and safety of the travellers concerned, taking into account, where appropriate, personal factors relating to the individual situation of those travellers. These effects must be assessed from the point of view of the average traveller, sufficiently informed, reasonably attentive and advised of the date of cancellation of the package travel contract concerned.

The European Court of Justice also points out that a situation of which the traveller concerned was already aware (that he could have foreseen) at the date of conclusion of the package travel contract cannot be qualified by the traveller as an “unavoidable and extraordinary circumstance” within the meaning of article 12(2) of the PTD, which would exempt the traveller from paying cancellation charges. However, the Court points out that the situation may have changed substantially since the conclusion of the contract, and the new situation may itself fall within the definition of “unavoidable and extraordinary circumstances”.

Finally, the European Court of Justice has clarified in its ruling that, for the purposes of determining whether “unavoidable and extraordinary circumstances” occurring at the place of destination, or in the immediate vicinity, have a “significant effect on the performance of the package or [...] significant effect on the carriage of passengers to the destination”, account may also be taken of effects occurring at the place of departure and at points connected with the departure and return of the journey in question, insofar as they affect the performance of the package.

Price transparency and optional price supplements

*The Court has clarified on several occasions the rules that persons **selling air travel, such as travel agency, must comply with when they make offers available on their websites.***

In 2012, the Court ruled that a trader selling air travel (ex: an online booking intermediary or a travel agent) does not have the right to include 'flight cancellation' insurance in the price of the ticket by default ('opt-out'). Insurance of that kind is an **optional price supplement which** must be clearly communicated at the start of a booking process and its acceptance by the customer must

be on an 'opt-in' basis ([ebookers.com Deutschland, C-112/11](#)).

That 1008/2008 regulation also provides that **the final price to be paid must at all times be indicated**. The Court therefore drew the conclusion that the final price to be paid must be indicated for each air service offered, including the first time that the price is indicated. The purpose of this requirement is, notably, to enable travellers to effectively compare the price of air services offered by different air carriers ([Air Berlin, C-573/13](#)).

On the information to passengers about the cancellation

Under the Air Passenger Rights Regulation, the operating carriers must pay a compensation in the event of cancellation based on the distance of the flight, unless the cancellation is caused by extraordinary circumstances which could not have been avoided even if all reasonable measures had been taken.

The European Court of Justice had to rule on several occasions as to **whether operating carriers must pay the lump sum compensation to passenger**, if they had given the information about the cancellation to the intermediary through which the air ticket had been booked (e.g. travel agency or online booking intermediary), but **the**

intermediary had not passed on the information to the passengers.

In its the [Krijgsman case](#) (Cases C-302/16), the European Court of Justice clarified the **operating air carrier still has to pay compensation if the passenger was not informed of a flight cancellation at least two weeks before the scheduled time of departure because the intermediary** (e.g. travel agent, online travel agency) with whom the passenger had the contract of carriage did not pass on this information from the air carrier to the passenger in time, (Cases C-302/16 [Krijgsman](#) and C-263/20 [AirHelp](#)). Similar position has been taken by the European Court of Justice in the [Ryanair DAC](#) case.

Stand-alone flights booked through an online booking platform.

Under the current Air Passenger Rights Regulation, there are no rules regulating online booking intermediaries. Thus, the European Court of Justice clarified in several cases the respective liabilities of the operating carrier and the intermediary.

For instance, the Court clarified that **in the event of a flight cancellation the responsibility is on the air carrier to offer assistance** to the passengers in the form of offering them the reimbursement of their tickets at the price at which it was bought, and, where necessary, a return flight to their first point of departure, even if the ticket has been bought via the intermediary ([Case C-601/17 Harms](#)).

In addition, following **dialogues with the Commission and national consumer protection authorities**, in the framework of the CPC-Net (network of consumer protection cooperation authorities¹⁰), three major online

¹⁰ https://commission.europa.eu/live-work-travel-eu/consumer-rights-and-complaints/enforcement-consumer-protection/consumer-protection-cooperation-network_en

travel agencies [committed](#) in 2023 to **better inform travellers in the case of flight cancellations** by airlines and **to transfer ticket refunds received from airlines within seven days**.

In the current absence of EU rules dealing with online booking intermediaries, this could be of particular relevance for you, when selling airline tickets (See Section V for possible legislative updates).