

Third Act amending provisions of travel law
(*Drittes Gesetz zur Änderung reiserechtlicher Vorschriften*)¹
of 17 July 2017

The Bundestag has passed the following Act:

Article 1

Amendment of the Civil Code (*Bürgerliches Gesetzbuch*)

The Civil Code in the version published on 2 January 2002 (BGBl. I, p. 42, 2909; 2003 I, p. 738), as last amended by Article 6 of the Act of 6 June 2017 (BGBl. I, p. 1495), shall be amended as follows:

1. In the table of contents, the title of Book 2, Section 8, Title 9, Subtitle 4, shall be worded as follows:

‘Subtitle 4

Package travel contract, travel retail and facilitation of linked travel arrangements’

2. § 312 shall be amended as follows:

(a) Paragraph 2, point 4, shall be repealed.

(b) The following paragraph 7 shall be added:

‘(7) Of the provisions of this subtitle, only § 312a(3) to (6), §§ 312i, 312j(2) to (5) and § 312j shall apply to package travel contracts pursuant to §§ 651a and 651c; these provisions shall also apply if the traveller is not a consumer. If the traveller is a consumer, § 312g(1) shall also apply to package travel contracts pursuant to § 651a, which are concluded off-premises, unless the oral negotiations on which the conclusion of the contract is based are conducted on the basis of the consumer’s previous order.’

3. § 312g(2) shall be amended as follows:

(a) In sentence 1, point 9, the words ‘subject to the stipulations of sentence 2’ shall be deleted.

(b) Sentence 2 shall be repealed.

4. Book 2, Section 8, Title 9, Subtitle 4, shall be worded as follows:

‘Subtitle 4

Package travel contract, travel retail and facilitation of linked travel arrangements

§ 651a

Typical contractual obligations under a package travel contract

(1) Under the package travel contract, the trader (organiser) shall be obliged to provide the traveller with a package. The traveller shall be obliged to pay the organiser the agreed price of the trip or holiday.

¹ This Act implements 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 (OJ L 326, 11.12.2015, p.1).

(2) 'Package' shall mean a combination of at least two different types of travel services for the purpose of the same trip or holiday. A package shall also exist if:

1. the travel services covered by the contract were combined, at the request of or in accordance with the selection of the traveller or
2. the organiser grants the right to the traveller in the contract to make a selection from the travel services it has on offer after conclusion of the contract.

(3) For the purposes of this Act, 'travel services' shall mean

1. carriage of passengers,
2. accommodation, apart from where it serves for residential purposes,
3. rental
 - (a) of four-wheeled motor vehicles in accordance with § 3(1) of the EC Approval of Motor Vehicles Ordinance (*EG-Fahrzeuggenehmigungsverordnung*) of 3 February 2011 (BGBl. I, p. 126), as last amended by Article 7 of the Ordinance of 23 March 2017 (BGBl. I, p. 522), and
 - (b) of motorcycles requiring a Category A driving licence in accordance with § 6(1) of the Driving Licence Ordinance (*Fahrerlaubnis-Verordnung*) of 13 December 2010 (BGBl. I, p. 1980), as last amended by Article 4 of the Ordinance of 18 May 2017 (BGBl. I, p. 1282),
4. any tourist service which is not a travel service within the meaning of points 1 to 3.

Travel services which are intrinsically part of another travel service shall not be considered as travel services within the meaning of sentence 1.

(4) It shall not be deemed a package if only one type of travel service within the meaning of paragraph 3, sentence 1, points 1 to 3, is combined with one or more tourist services within the meaning of paragraph 3, sentence 1, point 4, and the tourist services

1. do not account for a significant proportion of the value of the combination and neither represent an essential feature of the combination nor are advertised as such or
2. are selected and agreed only after the performance of a travel service as referred to in paragraph 3, sentence 1, points 1 to 3, has started.

Tourist services shall not be considered as representing a significant proportion of the value of the combination, within the meaning of sentence 1, point 1, if they account for less than 25 % of its value.

(5) The provisions on package travel contracts shall not apply to travel contracts which

1. are offered only occasionally and on a not-for-profit basis and only to a limited group of persons,
2. cover a period of less than 24 hours and do not include overnight accommodation (day trips) and their price does not exceed 500 euro or
3. are concluded on the basis of a framework agreement for the arrangement of business travel with a traveller who is a trader, for the latter's business purposes.

§ 651b

Distinction from facilitation

(1) Without prejudice to §§ 651v and 651w, the general provisions shall apply for the facilitation of travel services. However, a trader may not invoke facilitation only of contracts with persons who are to carry out all or individual travel services (service providers), if the traveller is to be provided with at least two different types of travel services for the purpose of the same trip or holiday and

1. the traveller selects the travel services from a single point of sale of the trader under the same booking process before he agrees to pay,
2. the trader offers or promises to procure or charges for the travel services at a total price or
3. the trader advertises the travel services under the term ‘package’ or under a similar term or promises to procure them in this way.

In such cases, the trader is an organiser. The booking process within the meaning of sentence 2, point 1, shall not yet start if the traveller is asked about his travel wishes and is merely advised on travel offers.

(2) Point of sale within the meaning of this Act shall be:

1. movable or immovable retail premises,
2. e-commerce websites and similar online sales facilities,
3. telephone services.

If several websites and similar online sales facilities pursuant to sentence 1, point 2 appear to be presented as acting as a single facility, they shall be considered as a single point of sale.

§ 651c

Linked online booking processes

(1) A trader who has concluded a contract for a travel service with the traveller by means of an online booking process or has facilitated such a contract for him in the same way, shall be considered as organiser if

1. it facilitates for the traveller, for the purpose of the same trip or holiday, at least one contract for another type of travel service by enabling access to the online booking site of another trader,
2. it transmits the traveller’s name, payment details and e-mail address to the other trader and
3. the other contract is concluded at the latest 24 hours after the confirmation of the conclusion of the contract for the first travel service.

(2) If, in accordance with paragraph 1, a contract is concluded for another type of travel service or several contracts for at least one other type of travel service, the contracts concluded by the traveller shall together be considered, subject to § 651a(4), as a package travel contract within the meaning of § 651a(1).

(3) § 651a(5), point 2, shall apply irrespective of the price of the trip or holiday.

§ 651d

Information obligations; content of the contract

(1) Before the traveller makes his contract declaration, the organiser shall be obliged to provide the traveller with information in accordance with Article 250, §§ 1 to 3, of the Introductory Act to the Civil Code (*Einführungsgesetz zum Bürgerlichen Gesetzbuche*). It shall thereby simultaneously meet the obligations of the retailer under § 651v(1), sentence 1.

(2) Additional fees, charges and other costs shall be payable by the traveller only if he has been informed of them before making his contract declaration in accordance with Article 250, § 3, point 3, of the Introductory Act to the Civil Code.

(3) The information provided in accordance with Article 250, § 3, points 1, 3 to 5 and 7, of the Introductory Act to the Civil Code shall form the content of the contract unless the parties to the contract have expressly agreed otherwise. The organiser shall make a copy or confirmation of the contract available to the traveller, on or immediately after concluding the contract, in accordance with Article 250, § 6, of the Introductory Act to the Civil Code. It shall provide the

traveller with the necessary travel documents in good time before the start of the trip or holiday in accordance with Article 250, § 7, of the Introductory Act to the Civil Code.

(4) The burden of proof in relation to the traveller shall be on the organiser as regards compliance with its information obligations.

(5) In the case of package travel contracts under § 651c, the special provisions of Article 250, §§ 4 and 8, of the Introductory Act to the Civil Code shall apply for the trader to be considered as organiser and for any other trader to whom data pursuant to § 651c(1), point 2, are transmitted. Apart from that, the paragraphs above shall remain unaffected.

§ 651e

Transfer of contract

(1) The traveller may declare on a durable medium, within a reasonable period before the start of the trip or holiday, that a third party shall take over the rights and obligations under the package travel contract in his place. The declaration shall in any event be in time if it is received by the organiser no later than seven days before the start of the trip or holiday.

(2) The organiser may object to the third party taking over if the third party does not satisfy the contractual travel requirements.

(3) If a third party takes over the contract, this party and the traveller shall be jointly and severally liable to the organiser for the price of the trip or holiday and any additional costs incurred as a result. The organiser may demand a refund of additional costs only if and in so far as these costs are reasonable and have actually been incurred.

(4) The organiser shall provide the traveller with proof of the amount of the additional costs incurred as a result of the third party taking over.

§ 651f

Reservation of the right to make changes; reduction of price

(1) The organiser may increase the price of the trip or holiday unilaterally only if

1. the contract reserves that possibility and also includes a reference to the obligation of the organiser to reduce the price of the trip or holiday in accordance with paragraph 4, sentence 1, and the indication of how revisions to the price of the trip or holiday are to be calculated and
2. the increase in the price of the trip or holiday is a direct consequence, after conclusion of the contract,
 - (a) of an increase in the price of the carriage of passengers resulting from the higher cost of fuel or other power sources,
 - (b) of an increase in taxes or fees for agreed travel services, such as tourist taxes, port or airport fees, or
 - (c) of a change in the exchange rates applicable to the package.

The organiser shall notify the traveller clearly and comprehensibly of the price increase and the justification for it, and shall communicate the calculation of the price increase, on a durable medium. A price increase shall be effective only if it complies with these requirements and the traveller is informed no later than 20 days before the start of the trip or holiday.

(2) The organiser may unilaterally change contract terms other than the price of the trip or holiday only if the contract so provides and if the change is insignificant. The organiser shall inform the traveller of the change in a clear, comprehensible and prominent manner on a durable medium. A change shall be effective only if it complies with these requirements and is announced before the start of the trip or holiday.

(3) § 308, point 4, and § 309, point 1, shall not apply to reservation of the right to make changes under paragraphs 1 and 2 which are agreed by pre-formulated contract terms.

(4) If the contract stipulates the possibility of an increase in the price of the trip or holiday, the traveller may demand a reduction in the price of the trip or holiday if and in so far as the prices, fees or exchange rates mentioned in paragraph 1, sentence 1, point 2, have changed after conclusion of the contract and before the start of the trip or holiday and this leads to lower costs for the organiser. If the traveller has accordingly paid more than the amount owed, the additional amount shall be refunded by the organiser. The organiser may deduct actual administrative expenses it has incurred from the additional amount to be refunded. It shall provide the traveller with proof on the latter's request of the amount of administrative expenses incurred.

§ 651g

Significant alterations to the contract

(1) If the price increase to which the right is reserved in accordance with §651f(1) exceeds 8 % of the price of the trip or holiday, the organiser may not enforce it unilaterally. However, it may propose a corresponding price increase to the traveller and require the traveller, within a certain time limit, which must be reasonable, specified by the organiser,

1. to accept the proposal to increase the price or
2. to withdraw from the contract.

Sentence 2 shall apply *mutatis mutandis* to alterations to the contract other than price increases if the organiser, due to a circumstance arising after the conclusion of the contract, can arrange the package only subject to a significant alteration to one of the main characteristics of the travel services (Article 250, § 3, point 1, of the Introductory Act to the Civil Code) or only by derogating from specific requirements of the traveller which formed the content of the contract. The proposal of a price rise may be made no later than 20 days before the start of the trip or holiday; the proposal of other alterations to the contract may not be made after the start of the trip or holiday.

(2) In the event of a proposal of a price increase or other alteration to the contract under paragraph 1, the organiser may also optionally offer participation in another package (substitute package). The organiser shall inform the traveller in accordance with Article 250, § 10, of the Introductory Act to the Civil Code. After the time limit specified by the organiser has expired, the proposal of a price increase or other alteration to the contract shall be considered as accepted.

(3) If the traveller withdraws from the contract, § 651h(1), sentence 2, and (5) shall apply *mutatis mutandis*; claims of the traveller pursuant to § 651i(3), point 7, shall not be affected. If he accepts the proposal to alter the contract or to participate in a substitute package and if the package is not of at least equivalent quality to that originally owed, § 651m shall apply *mutatis mutandis*; if it is of equivalent quality, but of lower cost to the organiser, § 651m(2) shall apply *mutatis mutandis* in relation to the amount of the difference.

§ 651h

Withdrawal before the start of the trip or holiday

(1) The traveller may withdraw from the contract at any time before the start of the trip or holiday. Where the traveller withdraws from the contract, the organiser shall lose the claim to the agreed price. However, the organiser may require payment of appropriate compensation.

(2) The contract may specify reasonable lump-sum compensation, including by pre-formulated contract terms, which shall be determined according to the following:

1. time between declaration of withdrawal and the start of the trip or holiday,
2. expected cost savings of the organiser and
3. expected income from alternative deployment of the travel services.

If the contract does not specify any lump-sum compensation, the amount of the compensation shall be determined by subtracting from the price of the trip or holiday the value of the organiser's cost savings and income from alternative deployment of the travel services. At the traveller's request, the organiser shall be obliged to provide justification for the amount of the compensation.

(3) By way of derogation from paragraph 1, sentence 3, the organiser may not demand any compensation in the event of unavoidable and extraordinary circumstances occurring at the place of destination or its immediate vicinity and significantly affecting the performance of the package or the carriage of passengers to the destination. Circumstances shall be considered to be unavoidable and extraordinary within the meaning of this subtitle if they are beyond the control of the party invoking them and have consequences which could not have been avoided even if all reasonable measures had been taken.

(4) The organiser may withdraw from the contract before the start of the trip or holiday in the following cases:

1. the number of persons enrolled for the package is smaller than the minimum number stated in the contract; in this case, the organiser shall declare the withdrawal within the time limit specified in the contract, but not later than
 - (a) 20 days before the start of the trip or holiday in the case of trips lasting more than six days,
 - (b) seven days before the start of the trip or holiday in the case of trips lasting at least two and at most six days,
 - (c) 48 hours before the start of the trip or holiday in the case of trips lasting less than two days,
2. the organiser is prevented from performing the contract because of unavoidable and extraordinary circumstances; in this case, it shall declare the withdrawal without undue delay on becoming aware of the reason for withdrawal.

If the organiser withdraws from the contract, it shall lose the claim to the agreed price of the trip or holiday.

(5) If the organiser, as a result of withdrawal, is obliged to refund the price of the trip or holiday, it shall do so without undue delay and in any event not later than 14 days after the withdrawal.

§ 651i

Rights of the traveller in the event of travel defects

(1) The organiser shall arrange the package free of defects for the traveller.

(2) The package shall be free of defects if it is of the agreed quality. In so far as the quality has not been agreed, the package shall be free of defects

1. if it is of a nature to provide the benefit required in the contract, otherwise
2. if it is of a nature to provide the habitual benefit and demonstrates the quality customary in the case of packages of the same nature and which the traveller can expect according to the nature of the package.

A travel defect shall also be considered to exist if the organiser fails to provide travel services or provides them with undue delay.

(3) If the package is defective, the traveller may, if the conditions of the following provisions are met and unless otherwise specified,

1. demand a remedy to the problem pursuant to § 651k(1),

2. remedy the problem himself and demand reimbursement of the necessary expenses pursuant to § 651k(2),
3. demand a remedy to the problem through other travel services (substitute services) pursuant to § 651k(3),
4. demand payment of costs for necessary accommodation pursuant to § 651k(4) and (5),
5. terminate the contract pursuant to § 651l,
6. claim the rights arising from a reduction in the price of the trip or holiday (§ 651m),
7. demand compensation pursuant to § 651n or reimbursement of futile expenses pursuant to § 284.

§ 651j

Limitation period

The traveller's claims referred to in § 651i(3) shall be subject to a limitation period of two years. The limitation period shall start on the day on which the package should end according to the contract.

§ 651k

Remedy

(1) If the traveller requires a problem to be remedied, the organiser shall resolve the travel defect. It may only refuse to remedy the problem if it

1. is impossible or
2. entails disproportionate costs, taking into account the extent of the travel defect and the value of the travel service affected.

(2) Subject to the exceptions provided for in paragraph 1, sentence 2, if the organiser does not find a remedy within a reasonable time limit specified by the traveller, the traveller may remedy the problem himself and request reimbursement of the necessary expenses. There shall be no need to specify a time limit if the organiser refuses to remedy the problem or if an immediate remedy is required.

(3) If the organiser can refuse to remedy the travel defect in accordance with paragraph 1, sentence 2, and if the travel defect concerns a significant proportion of the travel services, the organiser shall offer a remedy through suitable substitute services. If the substitute services result in the package not being of at least equivalent quality compared to that originally owed, the organiser shall grant the traveller an appropriate price reduction; the appropriateness shall be based on § 651m(1), sentence 2. The traveller may reject the substitute services if they are not comparable to the services agreed in the contract or if the reduction in the price of the trip or holiday proposed by the organiser is not appropriate. In this case or if the organiser is unable to offer substitute services, § 651l(2) and (3) shall apply, provided that it does not depend on termination by the traveller.

(4) If the traveller's return to the place of departure or another place as agreed by the parties (repatriation) is covered by the contract and is impossible to ensure because of unavoidable and extraordinary circumstances, the organiser shall bear the cost of necessary accommodation for the traveller, for a period not exceeding three nights, if possible in accommodation of equivalent category to that agreed in the contract.

(5) The organiser may not invoke the limitation of the period to at most three nights in accordance with paragraph 4 in the following cases:

1. the service provider, pursuant to directly applicable European Union regulations, must offer the traveller accommodation for a longer period or bear the costs for this,

2. the traveller belongs to one of the following groups of persons and the organiser was notified of their particular needs at least 48 hours before the start of the package:
 - (a) persons with reduced mobility, as defined in point (a) of Article 2 of Regulation (EC) No 1107/2006 of the European Parliament and of the Council of 5 July 2006 concerning the rights of disabled persons and persons with reduced mobility when travelling by air (OJ L 204, 26.7.2006, p. 1; L 26, 26.1.2013, p. 34), and any person accompanying them,
 - (b) pregnant women,
 - (c) unaccompanied minors,
 - (d) persons in need of specific medical assistance.

§ 651l

Termination

(1) If the package is significantly affected by the travel defect, the traveller may terminate the contract. The termination shall be admissible only if the organiser has allowed a reasonable time limit, specified by the traveller, to expire without finding a remedy; § 651k(2), sentence 2, shall apply *mutatis mutandis*.

(2) If the contract is terminated, the organiser shall retain the claim to the agreed price of the trip or holiday with regard to the travel services performed and still to be performed up to the end of the package under paragraph 3; the traveller's claims under § 651i(3), points 6 and 7, shall not be affected. The organiser's claim to the agreed price of the trip or holiday shall lapse with regard to the travel services no longer to be performed; in this respect, payments already made shall be refunded by the organiser to the traveller.

(3) The organiser shall be obliged to take the necessary steps as a result of the cancellation of the contract, especially, where the contract included the carriage of the traveller, to ensure his repatriation without delay; the means of transport used for this purpose shall be equivalent to that agreed in the contract. The additional costs for the repatriation shall be borne by the organiser.

§ 651m

Reduction

(1) The price of the trip or holiday shall be reduced for the duration of the travel defect. For the reduction, the price of the trip or holiday shall be reduced by the ratio which would have existed at the time of conclusion of the contract between the value of the package in defect-free condition and the actual value. The reduction shall, where necessary, be determined by estimation.

(2) If the traveller has paid more than the reduced price of the trip or holiday, the additional amount shall be refunded by the organiser. § 346(1) and § 347(1) shall apply *mutatis mutandis*.

§ 651n

Compensation for damages

(1) Without prejudice to the reduction or the termination, the traveller may demand compensation for damages unless the travel defect

1. is attributable to the traveller,
2. is attributable to a third party who is neither a service provider nor connected in any other way with the provision of the travel services covered by the package travel contract and was unforeseeable or unavoidable for the organiser or
3. was caused by unavoidable and extraordinary circumstances.

(2) If the package is made impossible or significantly affected, the traveller may also claim appropriate compensation in cash for wasted holiday time.

(3) If the organiser is obliged to pay compensation for damages, it shall do so without undue delay.

§ 651o

Notification of defects by the traveller

(1) The traveller shall notify a travel defect to the organiser without undue delay.

(2) In so far as the organiser, as a result of a culpable failure to notify in accordance with paragraph 1, was unable to remedy the problem, the traveller shall not be entitled

1. to claim the rights specified in § 651m or
2. to demand compensation for damages in accordance with § 651n.

§ 651p

Admissible limitation of liability; offsetting

(1) The organiser may, by agreement with the traveller, limit its liability to three times the price of the trip or holiday for damages which

1. are not physical injuries and
2. are not caused culpably.

(2) In so far as international conventions or statutory provisions based thereupon apply for a travel service, under which a claim for compensation for damages against the provider of services arises or can be claimed only under certain conditions or limitations or is precluded under certain conditions, the organiser may also invoke them against the traveller.

(3) If the traveller has a claim against the organiser for compensation for damages or for refund of an amount paid in excess as a result of a reduction, the traveller shall have the amount offset that he has received, due to the same event, as compensation or refund as a result of a reduction in accordance with international conventions or statutory provisions based thereupon or in accordance with

1. Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91 (OJ L 46, 17.2.2004, p. 1),
2. Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations (OJ L 315, 3.12.2007, p. 14),
3. Regulation (EC) No 392/2009 of the European Parliament and of the Council of 23 April 2009 on the liability of carriers of passengers by sea in the event of accidents (OJ L 131, 28.5.2009, p. 24),
4. Regulation (EU) No 1177/2010 of the European Parliament and of the Council of 24 November 2010 concerning the rights of passengers when travelling by sea and inland waterway and amending Regulation (EC) No 2006/2004 (OJ L 334, 17.12.2010, p. 1) or
5. Regulation (EU) No 181/2011 of the European Parliament and of the Council of 16 February 2011 concerning the rights of passengers in bus and coach transport and amending Regulation (EC) No 2006/2004 (OJ L 55, 28.2.2011, p. 1).

If the traveller has already received compensation from the organiser or an amount has already been refunded to him by the organiser as a result of a reduction, he must have the amount received offset against that owed to him, due to the same event, as compensation or refund as the result of a reduction in accordance with international conventions or statutory provisions based thereupon or in accordance with the Regulations referred to in sentence 1.

§ 651q

Obligation of the organiser to provide assistance

(1) If the traveller is in difficulty in the case of § 651k(4) or for other reasons, the organiser shall give him assistance in an appropriate way, without undue delay, in particular by

1. providing appropriate information on health services, local authorities and consular assistance;
2. assisting to make distance communications and
3. assisting in the search for other travel options; § 651k(3) shall not be affected.

(2) If the traveller has himself culpably caused the circumstances requiring the assistance, the organiser may demand a refund of its costs if and in so far as these are reasonable and have actually been incurred.

§ 651r

Insolvency protection; guarantee certificate

(1) The organiser shall ensure that the traveller is refunded the price of the trip or holiday paid in so far as, in the event of default of the organiser,

1. travel services are not performed or
2. in respect of travel services provided, the traveller honours requests for payment from service providers, where the organiser has not met their claims for payment.

If the contract also includes the carriage of the traveller, the organiser shall also ensure the agreed repatriation and accommodation until the time of the repatriation. The default shall be equivalent to the opening of insolvency proceedings with respect to the assets of the organiser and the rejection of an application to open proceedings due to lack of assets.

(2) The obligations under paragraph 1 may be fulfilled by the organiser only

1. by means of an insurance policy taken out with an insurance undertaking authorised to conduct business operations within the area of application of this Act or
2. by the promise of payment of a credit institution authorised for business operations within the area of application of this Act.

The organiser shall provide security regardless of the place of residence of the traveller, the place of departure and the place of conclusion of the contract.

(3) The insurer or the credit institution (customer finance guarantor) may offer the traveller the continuation of the package. If the traveller requires a refund pursuant to paragraph 1, the customer finance guarantor shall meet the claim without undue delay. It may limit its liability for the total amounts to be refunded by it under this Act in a business year to 110 million euro. If the total amounts to be refunded by a customer finance guarantor under this Act in a business year exceed the maximum amount stated in sentence 3, then the individual refund claims shall be reduced in the ratio of their total amount to the maximum amount.

(4) To discharge its obligations under paragraph 1, the organiser shall provide the traveller with a direct claim on the customer finance guarantor and shall evidence it by means of confirmation (guarantee certificate) issued by the customer finance guarantor or at its request, in accordance with Article 252 of the Introductory Act to the Civil Code. The customer finance guarantor named in the contract pursuant to Article 250, § 6(2), point 3, of the Introductory Act to the Civil Code, may not invoke, in relation to the traveller, either objections under the customer finance guarantee contract or its termination, if the termination took place after conclusion of the package travel contract. In the cases referred to in sentence 2, the claim of the traveller against the organiser passes to the customer finance guarantor in so far as the latter satisfies the claim of the traveller.

§ 651s

Insolvency protection of organisers established in the European Economic Area

(1) If, at the time of conclusion of the contract, the organiser has its establishment within the meaning of § 4(3) of the Trade, Commerce and Industry Regulation Act (*Gewerbeordnung*) in another Member State of the European Union or in another State which is a signatory to the Agreement on the European Economic Area, it shall also satisfy its obligation for insolvency protection if it provides the traveller with security in accordance with the provisions of this other State for the implementation of Article 17 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 (OJ L 326, 11.12.2015, p. 1).

§ 651t

Advance payments

The organiser may demand or accept payments from the traveller in respect of the price of the trip or holiday before the end of the package only if:

1. an effective customer finance guarantee contract exists or, in the cases referred to in § 651s, the organiser provides security pursuant to § 651s and
2. the name and contact details of the customer finance guarantor are communicated to the traveller in a clear, comprehensible and prominent manner or, in the cases of § 651s, the name and contract details of the entity in charge of the insolvency, and, where applicable, the name and contact details of the competent authority appointed by the State concerned are made available.

§ 651u

Exchange student stays

(1) §§ 651a(1), (2) and (5), §§ 651b, 651d(1) to (4) and §§ 651e to 651t shall apply *mutatis mutandis*, as well as the provisions below, to a contract concerning a stay of an exchange student with a host family in another State (host country), lasting at least three months and coupled with regular attendance at a school. They shall apply to a contract concerning a shorter exchange student stay (sentence 1) or a stay with a host family in the host country coupled with the organised conduct of a traineeship, only if this has been agreed.

(2) The provider of the exchange student stay, as organiser, with the cooperation of the exchange student, shall be obliged

1. to ensure lodging, supervision and care for the exchange student in a host family that are appropriate according to the conditions in the host country and
2. to create the conditions for regular school attendance by the exchange student in the host country.

(3) If the traveller withdraws from the contract prior to the start of the trip, § 651h(1), sentence 3, and (2) shall apply only if the organiser has appropriately prepared the traveller for the stay and has informed him at least two weeks before the start of the trip at all events of

1. the name and address of the host family specified for the exchange student after his arrival, and
2. the name and how to reach a contact partner in the host country from whom assistance may also be requested,

(4) The traveller may terminate the contract at any time before the end of the trip. If the traveller terminates, the organiser shall be entitled to demand the agreed price of the trip minus the expenses saved. The organiser shall be obliged to take the measures necessitated by

termination, in particular, if the contract included the carriage of the exchange student, for his repatriation. Extra costs shall be borne by the traveller. The sentences above shall not apply if the traveller may terminate in accordance with § 651l.

§ 651v

Travel retail

(1) A trader who facilitates a package travel contract with a traveller (retailer) shall be obliged to inform the traveller in accordance with Article 250, §§ 1 to 3, of the Introductory Act to the Civil Code. It shall thereby simultaneously fulfil the obligations of the organiser under § 651d(1), sentence 1. The retailer shall bear the burden of proof regarding the fulfilment of its information obligations in relation to the traveller.

(2) Regarding the acceptance of payments in respect of the price of the trip or holiday by the retailer, § 651t, point 2, shall apply *mutatis mutandis*. A retailer shall be considered to be authorised by the organiser to accept payments in respect of the price of the trip or holiday if it makes available to the traveller a copy or confirmation of the contract in accordance with the requirements of Article 250, § 6, of the Introductory Act to the Civil Code or other circumstances attributable to the organiser arise that the retailer has been entrusted by the organiser to arrange package travel contracts on its behalf. This shall not apply if the acceptance of payments by the retailer is precluded in prominent form in relation to the traveller.

(3) If, at the time of conclusion of the contract, the organiser does not have its registered office in a Member State of the European Union or in another State which is a signatory to the Agreement on the European Economic Area, the obligations of the organiser arising from §§ 651i to 651t shall fall to the retailer, unless the retailer provides proof that the organiser is fulfilling its obligations under these provisions.

(4) The retailer shall be considered to be authorised by the organiser to accept notifications of defects and other declarations by the traveller concerning the performance of the travel services. The retailer shall inform the organiser of such declarations by the traveller without undue delay.

§ 651w

Facilitation of linked travel arrangements

(1) A trader shall be a facilitator of linked travel arrangements if, for the purposes of the same trip or holiday, which is not a package, it

1. facilitates for the traveller, on the occasion of a single visit or contact with its point of sale, contracts with other traders for at least two different types of travel services and the traveller selects these services separately and
 - (a) pays for them separately or
 - (b) commits himself to payment separately for each service or
2. in a targeted manner, facilitates for the traveller, with whom it has concluded a contract for a travel service or has facilitated such a contract for him, facilitates at least one contract with another trader for a different type of travel service and the further contract is concluded at the latest 24 hours after the confirmation of the conclusion of the contract for the first travel service.

Facilitation in a targeted manner within the meaning of sentence 1, point 2, shall not apply in particular if the trader merely puts the traveller in contact with another trader. Furthermore, § 651a(4), sentence 1, point 1, sentence 2 and (5), points 1 and 3, shall apply *mutatis mutandis* to sentence 1. Irrespective of the amount of the price of the trip or holiday, § 651a(5), point 2, shall apply *mutatis mutandis*.

(2) The facilitator of linked travel arrangements shall be obliged to inform the traveller in accordance with Article 251 of the Introductory Act to the Civil Code.

(3) If the facilitator of linked travel arrangements accepts payments from the traveller in remuneration for travel services, it shall ensure that these are refunded to the traveller in so far as travel services are to be provided by the facilitator of linked travel arrangements itself or remuneration claims of other traders within the meaning of paragraph 1, sentence 1, still have to be met, and, in the event of the default of the facilitator of linked travel arrangements,

1. travel services are not performed or
2. in respect of travel services provided, the traveller complies with requests for payment from other traders not yet satisfied, within the meaning of paragraph 1, sentence 1.

If the facilitator of linked travel arrangements has itself committed to the carriage of the traveller, it shall also ensure the agreed repatriation and accommodation until the time of the repatriation. The default shall be equivalent to the opening of insolvency proceedings with respect to the assets of the facilitator of linked travel arrangements and the rejection of an application to open proceedings due to lack of assets. § 651r(2) to (4), as well as §§ 651s and 651t, shall apply *mutatis mutandis*.

(4) If the facilitator of linked travel arrangements does not fulfil its obligations under paragraphs 2 and 3, § 312(7), sentence 2, and §§ 651e, 651h to 651q and 651v shall apply *mutatis mutandis* to the legal relationship between it and the traveller.

(5) If one or more contracts with the traveller for travel services arise as a result of the facilitation under paragraph 1, the respective other trader shall inform the facilitator of linked travel arrangements of the conclusion of the contract. The obligation under sentence 1 shall not apply if the facilitator of linked travel arrangements has concluded the contract as representative of the other trader.

§ 651x

Liability for booking errors

The traveller shall have a claim for compensation for damages

1. incurred by him due to a technical error in the booking system of the organiser, the retailer, the facilitator of linked travel arrangements or a service provider, unless the respective trader is not responsible for the technical error,
2. caused to him by one of the traders referred to in point 1 through an error during the booking process, unless the error is attributable to the traveller or was caused by unavoidable and extraordinary circumstances.

§ 651y

Derogating agreements

Unless otherwise provided, no derogation may be made from the provisions of this subtitle to the disadvantage of the traveller. Unless otherwise provided, the provisions of this subtitle shall also apply if they are circumvented by other means.'

Article 2

Amendment of the Introductory Act to the Civil Code (*Einführungsgesetz zum Bürgerlichen Gesetzbuche*)

The Introductory Act to the Civil Code in the version published on 21 September 1994 (BGBl. I, p. 2494; 1997 I, p. 1061), as last amended by Article 5 of the Act of 11 June 2017 (BGBl. I, p.1607), shall be amended as follows:

1. The title of the First Part, Second Chapter, Seventh Section shall be worded as follows:

‘Seventh Section

Special provisions implementing and transposing rules of
private international law of the European Union’.

2. The title of the First Part, Second Chapter, Seventh Section, Second Subsection shall be worded as follows:

‘Second Subsection

Implementation of rules of private international law in consumer protection’.

3. After Article 46b, the following Article 46c shall be inserted:

‘Article 46c

Packages and linked travel arrangements

(1) If, at the time of conclusion of the contract, the organiser does not have its establishment within the meaning of § 4(3) of the Trade, Commerce and Industry Regulation Act (*Gewerbeordnung*) either in a Member State of the European Union or in another State which is a signatory to the Agreement on the European Economic Area and

1. the organiser concludes package travel contracts in a Member State of the European Union or another State which is a signatory to the Agreement on the European Economic Area or offers to conclude such contracts in one of these States or
2. the organiser directs its activity within the meaning of point 1 to a Member State of the European Union or another State which is a signatory to the Agreement on the European Economic Area,

the substantive provisions shall be applied which the State referred to in point 1 or point 2 has adopted for the implementation of Article 17 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 (OJ L 326, 11.12.2015, p. 1), in so far as the contract falls within the scope of this activity.

(2) If, at the time of conclusion of the contract, the facilitator of linked travel arrangements does not have its establishment within the meaning of § 4(3) of the Trade, Commerce and Industry Regulation Act either in a Member State of the European Union or in another State which is a signatory to the Agreement on the European Economic Area and

1. it facilitates linked travel arrangements in a Member State of the European Union or another State which is a signatory to the Agreement on the European Economic Area or offers to facilitate them there or
2. it directs its facilitation activity to a Member State of the European Union or another State which is a signatory to the Agreement on the European Economic Area,

the substantive provisions shall be applied which the State referred to in point 1 or point 2 has adopted for the implementation of Article 19(1) in conjunction with Article 17 and Article 19(3) of Directive (EU) 2015/2302, in so far as the contract falls within the scope of this activity.

(3) If the facilitator of linked travel arrangements, at the relevant time according to Article 251, § 1, does not have its establishment within the meaning of § 4(3) of the Trade, Commerce and Industry Regulation Act either in a Member State of the European Union or in another State which is a signatory to the Agreement on the European Economic Area and it directs its facilitation activity to a Member State of the European Union or another State which is a signatory to the Agreement on the European Economic Area, the substantive provisions shall be applied which the State, to which the facilitation activity is directed, has adopted for the implementation of Article 19(2) and (3) of Directive (EU) 2015/2302, in so far as the envisaged contract falls within the scope of this activity.’

4. According to the new Article 46c, the following title of the Third Subsection shall be inserted:

‘Third Subsection

Implementation of Regulation (EC) No 593/2008’.

5. The former Article 46c shall become 46d.
6. The former Third Subsection shall become the Fourth Subsection.
7. The former Article 46d shall become Article 46e.
8. The following § 42 shall be added to Article 229:

‘§ 42

Transitional provision for the Third Act amending provisions of travel law

The provisions of this Act, the Civil Code, the Civil Code Information Obligations Ordinance (*BGB-Informationspflichten-Verordnung*), the Injunctions Act (*Unterlassungsklagengesetz*), the Trade, Commerce and Industry Regulation Act and the Price Indication Ordinance (*Preisangabenverordnung*) in the version valid up to 1 July 2018 shall apply to travel contracts concluded before that date.’

9. Article 238 shall be repealed.
10. In Article 246a, § 1(3), points 1 and 2, the term ‘sentence 1’ shall in each case be deleted.
11. The following Articles 250 to 253 shall be added:

‘Article 250

Information requirements in the case of package travel contracts

§ 1

Form and time of pre-contractual information

(1) The information of the traveller pursuant to § 651d(1) and (5) and § 651v(1) of the Civil Code shall take place before the traveller makes his contract declaration. The information shall be communicated in a clear, comprehensible and prominent manner; if it is communicated in writing, it must be legible.

(2) Changes to the pre-contractual information shall be communicated to the traveller before the conclusion of the contract in a clear, comprehensible and prominent manner.

§ 2

Form for the pre-contractual information

(1) A correctly completed form shall be made available to the traveller in accordance with the template contained in Annex 11.

(2) In the case of contracts pursuant to § 651u of the Civil Code, instead of the form in accordance with the template contained in Annex 11, the correctly completed form in accordance with the template contained in Annex 12 shall be used.

(3) If a package travel contract is to be concluded by telephone, the information from the respective form, by way of derogation from paragraphs 1 and 2, may also be made available by telephone.

§ 3

Further details to be provided in the pre-contractual information

(1) The following information shall be provided, in so far as it is significant for the relevant package:

1. the main characteristics of the travel services, i.e.

- (a) the travel destination or, if the package includes several stays, the individual travel destinations and the individual periods (details of dates and number of nights),
 - (b) the itinerary,
 - (c) the means of transport (characteristics and categories),
 - (d) the points, dates and time of departure and return or, where the exact time is not yet determined, the approximate time of departure and return, as well as the duration and places of intermediate stops and the transport connections to be reached there,
 - (e) accommodation (the location, main features and, where applicable, tourist category of the accommodation under the rules of the country of destination),
 - (f) the meal plan,
 - (g) visits, excursion(s) or other services included in the price of the trip or holiday,
 - (h) 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, indication of the approximate size of the group,
 - (i) where the traveller's benefit from tourist services within the meaning of § 651a(3), sentence 1, point 4, of the Civil Code depends on effective oral communication, the language in which those services will be carried out, and
 - (j) whether the package is generally suitable for persons with reduced mobility and, upon the traveller's request, precise information on the suitability taking into account the traveller's needs,
2. the trading name or the name of the organiser, the address where it is established, telephone number and, where applicable, e-mail address; these details shall also be communicated, where applicable, with respect to the retailer,
 3. the price of the trip or holiday 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,
 4. the arrangements for payment, including any amount or percentage of the price of the trip or holiday which is to be paid as a down payment and the timetable for payment of the balance or for provision of financial guarantees by the traveller,
 5. the minimum number of persons required for the package to take place and the indication of by which time before the contractually agreed start of the trip or holiday the declaration of withdrawal by the organiser in accordance with § 651h(4), sentence 1, point 1 of the Civil Code, must have been received by the traveller,
 6. general information on passport and visa requirements, including approximate periods for obtaining visas and information on health formalities, of the country of destination,
 7. indication that the traveller may withdraw from the contract at any time before the start of the trip or holiday in return for payment of appropriate compensation, or, where applicable, lump-sum compensation requested by the organiser,
 8. indication of the possible conclusion of insurance to cover the cost of termination of the contract or the cost of assistance, including repatriation, in the event of accident, illness or death.

§ 4

Pre-contractual information in the cases referred to in § 651c of the Civil Code

For package travel contracts under § 651c of the Civil Code, by way of derogation from § 2(1), instead of the form in accordance with the template contained in Annex 11, the correctly

completed form in accordance with the template contained in Annex 13 shall be used. Information pursuant to § 3 shall be provided by

1. the trader to be considered as organiser only in relation to the travel service it is to provide,
2. any other trader to whom data are transmitted pursuant to § 651c(1), point 2, of the Civil Code, in relation to the travel service it is to provide; it shall bear the burden of proof of fulfilment of its information obligations in relation to the traveller.

§ 5

Drawing up the contract

The package travel contract shall be in plain and intelligible language and, in so far as it is in writing, legible.

§ 6

Copy or confirmation of the contract

(1) At the conclusion of the contract or without undue delay thereafter, a copy or confirmation of the contract shall be made available to the traveller on a durable medium. The traveller shall be entitled to request a copy or confirmation of the contract on paper if the contract has been concluded

1. in the simultaneous physical presence of the parties or
2. off-premises (§ 312b of the Civil Code); if the traveller agrees, the copy or confirmation of the contract may also be provided on another durable medium.

(2) The copy or confirmation of the contract shall set out the full content of the contract in a clear, comprehensible and prominent manner and, apart from the information referred to in § 3, shall contain the following information:

1. special requirements of the traveller to which the organiser has agreed,
2. information that the organiser is:
 - (a) responsible for the proper performance of all travel services included in the contract and
 - (b) obliged to provide assistance if the traveller is in difficulty in accordance with § 651q of the Civil Code,
3. the name of the customer finance guarantor and its contact details, including the address of where it is established; in the case of § 651s of the Civil Code, these details shall be provided with respect to the entity in charge of the insolvency protection, and, where applicable, with respect to the competent authority,
4. the name, address, telephone number, e-mail address and, where applicable, 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, if the traveller
 - (a) needs assistance pursuant to § 651q of the Civil Code or
 - (b) wishes to notify a travel defect which has arisen,
5. indication of the obligation of the traveller to notify the organiser of a travel defect which has arisen without undue delay,
6. where minors travel unaccompanied by a parent or another authorised person, information enabling direct contact with the minor or the person responsible for the minor at the minor's place of stay; this shall not apply if the contract does not include any accommodation for the minor,
7. information

- (a) on available in-house complaint handling procedures,
 - (b) on participation in alternative dispute resolution mechanisms pursuant to § 36 of the Consumer Dispute Resolution Act (*Verbraucherstreitbeilegungsgesetz*) and
 - (c) on the online dispute resolution platform in accordance with Article 14 of 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 (OJ L 165, 18.6.2013, p. 1),
8. indication of the traveller's right to transfer the contract to another traveller in accordance with § 651e of the Civil Code.

§ 7

Travel documents, information before start of trip or holiday

(1) In good time before the start of the trip or holiday, the organiser shall provide the traveller with the necessary travel documents, in particular necessary receipts, vouchers and tickets.

(2) In good time before the start of the trip or holiday, the organiser shall inform the traveller of the times of departure and arrival and, where applicable, the times for the check-in, the places and duration of intermediate stops and the connections to be reached there. A special communication according to sentence 1 shall not be necessary in so far as this information is already contained in a copy or confirmation of the contract made available to the traveller pursuant to § 6 or in information of the traveller pursuant to § 8(2) and in the meantime no changes have occurred.

§ 8

Notification obligations of other traders and information of the traveller after conclusion of the contract in the cases under § 651c of the Civil Code

(1) If a trader, to which data are transmitted pursuant to § 651c(1), point 2, of the Civil Code, concludes a contract for a travel service with the traveller, it shall inform the trader to be considered as organiser of the conclusion of the contract and make available to it the information in connection with the travel service it is to provide which is necessary to fulfil the obligations as organiser.

(2) The trader to be considered as organiser shall make the information referred to in § 6(2), points 1 to 8, available to the traveller in a clear, comprehensible and prominent manner on a durable medium as soon as it has been informed by the other trader pursuant to paragraph 1 about the conclusion of the contract.

§ 9

Further information obligations in the case of exchange student stay contracts

Beyond the information referred to in § 6(2), the organiser shall provide the traveller with the following information:

1. the name, address, telephone number and, where applicable, e-mail address of the host family with whom the exchange student is lodged, including changes,
2. the name and how to reach a contact partner in the host country from whom assistance may also be requested, including changes, and
3. calls for assistance by the exchange student and the steps taken by the organiser.

§ 10

Information in the case of significant alterations to the contract

If the organiser intends to make an alteration to the contract pursuant to § 651g(1) of the Civil Code, it shall, without undue delay on discovering the reason for the alteration, inform the traveller in a clear, comprehensible and prominent manner on a durable medium of

1. the proposed alteration to the contract, the reasons for this and
 - (a) in the case of an increase in the price of the trip or holiday, of its calculation,
 - (b) in the case of another alteration to the contract, of the effects of this alteration on the price of the trip or holiday, in accordance with § 651g(3), sentence 2, of the Civil Code,
2. the time limit within which the traveller can withdraw from the contract without payment of compensation or can accept the proposal to alter the contract,
3. the fact that the proposal to alter the contract is considered as accepted if the traveller fails to respond within the time limit, and
4. where applicable, the proposed substitute package and its price.

Article 251

Information obligations in the case of facilitation of linked travel arrangements

§ 1

Form and time of information

The information of the traveller under § 651w(2) of the Civil Code shall take place before the traveller makes his contract declaration concerning a contract on a travel service, the conclusion of which means that facilitation of linked travel arrangements has occurred. The information shall be communicated in a clear, comprehensible and prominent manner on a durable medium.

§ 2

Form for the information of the traveller

A correctly completed form shall be made available to the traveller in accordance with the templates contained in Annexes 14 to 17, i.e.

1. if the facilitator of linked travel arrangements is a carrier, with which the traveller has concluded a contract of carriage including repatriation:
 - (a) a form in accordance with the template in Annex 14, if the facilitation takes place under § 651w(1), sentence 1, point 1, of the Civil Code,
 - (b) a form in accordance with the template in Annex 15, if the facilitation takes place under § 651w(1), sentence 1, point 2, of the Civil Code,
2. if the facilitator of linked travel arrangements is not a carrier, with which the traveller has concluded a contract of carriage including repatriation:
 - (a) a form in accordance with the template in Annex 16, if the facilitation takes place under § 651w(1), sentence 1, point 1, of the Civil Code,
 - (b) a form in accordance with the template in Annex 17, if the facilitation takes place under § 651w(1), sentence 1, point 2, of the Civil Code.

If the facilitation of linked travel arrangements in the cases referred to in sentence 1, points 1 and 2, letter (b), occurs in the simultaneous physical presence of the traveller and the facilitator of linked travel arrangements, the facilitator of linked travel arrangements, by way of derogation from sentence 1, shall make the information contained in the relevant forms available in a manner adapted to the facilitation situation. The same shall apply if the facilitation of linked travel arrangements does not occur either in simultaneous physical presence of the traveller and facilitator of linked travel arrangements or online.

Article 252

Guarantee certificate; notification obligation of the customer finance guarantor

(1) The guarantee certificate pursuant to §651r(4), sentence 1, also in conjunction with § 651w(3), sentence 4, of the Civil Code, shall be drawn up in accordance with the template contained in Annex 18 and shall be communicated appropriately completed in text form to the traveller. Derogations may be made from the template in terms of format and font size. The trading name or an identifying mark of the customer finance guarantor or its representative may be printed on the guarantee certificate. If the document contains further details or text in addition to the guarantee certificate, the guarantee certificate shall stand out clearly from it.

(2) In the case of packages, the guarantee certificate shall be attached to the confirmation or copy of the contract or be printed on its reverse side. The guarantee certificate may also be linked electronically with the confirmation or copy of the contract. In the case of packages under § 651c of the Civil Code, the guarantee certificate shall be communicated as soon as the trader to be considered as organiser under Article 250, § 8(1), has been notified of conclusion of a further contract.

(3) In the case of facilitation of linked travel arrangements, the guarantee certificate shall be communicated as soon as the facilitator of linked travel arrangements under § 651w(5) of the Civil Code has been notified of conclusion of a further contract.

(4) A retailer shall be under the obligation to the traveller to check the validity of the guarantee certificate when it communicates it to the traveller.

(5) The customer finance guarantor (§ 651r(3) of the Civil Code) shall be required to notify the competent authority without undue delay of the termination of the customer finance guarantee contract.

Article 253

Central contact point

§ 1

Central contact point; information on insolvency protection

(1) The tasks of the central contact point pursuant to Article 18(2) to (4) of Directive (EU) 2015/2302 shall be performed by the Federal Office of Justice (*Bundesamt für Justiz*).

(2) The Federal Office of Justice shall make available to the central contact points of other Member States or other States which are signatories to the Agreement on the European Economic Area all necessary information on the statutory requirements concerning the obligation of organisers and facilitators of linked travel arrangements to take out insolvency protection (§§ 651r to 651t, 651w(3) of the Civil Code).

§ 2

Outgoing requests

The Federal Office of Justice shall forward requests for information from the competent authorities seeking clarification of doubts whether an organiser or a facilitator of linked travel arrangements with registered office in another Member State or in another State which is signatory to the Agreement on the European Economic Area has fulfilled its obligation to take out insolvency protection (§§ 651s, 651w(3) of the Civil Code) to the central contact point of the State of establishment.

§ 3

Incoming requests

(1) Requests for information of central contact points from other Member States or other States which are signatories to the Agreement on the European Economic Area seeking

clarification of doubts whether an organiser or a facilitator of linked travel arrangements with registered office in Germany has fulfilled its obligation to take out insolvency protection (§§ 651r, 651w(3) of the Civil Code) shall be forwarded by the Federal Office of Justice without undue delay to the competent authority.

(2) The competent authority shall take the necessary steps for clarification without undue delay and shall inform the Federal Office of Justice of the result. The Federal Office of Justice shall forward the communication from the competent authority without undue delay to the central contact point of the other State.

(3) If a final reply cannot be given within 15 working days of receiving a request, the Federal Office of Justice shall issue a first response to the central contact point of the other State within this time limit.'

12. Annexes 11 to 18 appended to this Act shall be added.

Article 3

Amendment of the Injunctions Act (*Unterlassungsklagengesetz*)

In § 2(2), sentence 1, point 1(g) of the Injunctions Act in the version published on 27 August 2002 (BGBl. I, p. 3422, 4346), as last amended by Article 24(5) of the Act of 23 June 2017 (BGBl. I, p. 1693), the term 'travel contracts' (*Reiseverträge*) shall be replaced by 'package travel contracts, travel retail and facilitation of linked travel arrangements' (*Pauschalreiseverträge, die Reisevermittlung und die Vermittlung verbundener Reiseleistungen*).

Article 4

Amendment of the Trade, Commerce and Industry Regulation Act (*Gewerbeordnung*)

The Trade, Commerce and Industry Regulation Act in the version published on 22 February 1999 (BGBl. I, p. 202), as last amended by Article 16 of the Act of 23 June 2017 (BGBl. I, p. 1822), shall be amended as follows:

1. In the table of contents, the title of § 147b shall be worded as follows:

'§ 147b Prohibited acceptance of charges for packages and linked travel arrangements'.

2. § 147b shall be worded as follows:

§ 147b

Prohibited acceptance of charges for packages and linked travel arrangements

(1) Anyone who,

1. contrary to § 651t, point 1, also in conjunction with § 651u(1), sentence 1, or § 651w(3), sentence 4, or
2. contrary to § 651t, point 2, also in conjunction with § 651u(1), sentence 1, § 651v(2), sentence 1, or § 651w(3), sentence 4,

of the Civil Code, asks for or accepts a payment, shall be committing an administrative offence.

(2) The administrative offence may, in the cases under paragraph 1, point 1, be punishable by a fine of up to thirty thousand euro and in the cases under paragraph 1, point 2, by a fine of up to five thousand euro.'

Article 5

Amendment of the Price Indication Ordinance (*Preisangabenverordnung*)

The Price Indication Ordinance in the version published on 18 October 2002 (BGBl. I, p. 4197), as last amended by Article 11 of the Act of 11 March 2016 (BGBl. I, p. 396), shall be amended as follows:

1. § 1 shall be amended as follows:
 - (a) Paragraph 5 shall be amended as follows:
 - (aa) In point 1, after the comma at the end, the word ‘*oder*’ (or) shall be inserted.
 - (bb) In point 2, after the word ‘*werden*’, the comma and the word ‘*oder*’ shall be replaced by a full stop.
 - (cc) Point 3 shall be repealed.
 - (b) After paragraph 5, the following paragraph 6 shall be inserted:

‘(6) The price of the trip or holiday indicated in the advertising, on the website or in prospectuses of an organiser may, by way of derogation from paragraph 1, sentence 1, be amended in accordance with § 651d(3), sentence 1, of the Civil Code and Article 250, § 1(2) of the Introductory Act to the Civil Code.’
 - (c) The former paragraph 6 shall become paragraph 7.
2. § 10 shall be amended as follows:
 - (a) Paragraph 1 shall be amended as follows:
 - (aa) In point 3, after the indication ‘point 1’, the comma and the words ‘also in conjunction with sentence 3’ shall be deleted.
 - (bb) In point 5, the indication ‘(6), sentence 2’ shall be replaced by the indication ‘(7), sentence 2’.
 - (cc) In point 6, the indication ‘§ 1(6), sentence 3’ shall be replaced by the words ‘§ 1(7), sentence 3’.
 - (b) In paragraph 3, after the indication ‘sentence 2’, the comma and the words ‘in each case also in conjunction with sentence 3’ shall be deleted.

Article 6

Amendment of the Capital Investment Code (*Kapitalanlagegesetzbuch*)

In § 305(1), sentence 2, of the Capital Investment Code of 4 July 2013 (BGBl. I, p. 1981), as last amended by Article 19 of the Act of 23 June 2017 (BGBl. I, p. 1822), the indication ‘sentence 1’ shall be deleted.

Article 7

Entry into force, repeal

This Act shall enter into force on 1 July 2018. Simultaneously, the Civil Code Information Obligations Ordinance (*BGB-Informationspflichten-Verordnung*), in the version published on 5 August 2002 (BGBl. I, 3002), as last amended by Article 3 of the Act of 17 January 2011 (BGBl. I, p. 34), shall be repealed.

The constitutional rights of the Bundesrat are preserved.

This Act above is hereby drawn up. It is to be promulgated in the Federal Law Gazette.

Berlin, 17 July 2017

The President of the Federal Republic of Germany
Steinmeier

The Federal Chancellor
Dr Angela Merkel

The Federal Minister for Justice and Consumer Protection

Heiko Maas
The Federal Minister for Economics and Energy
Brigitte Zypries

**Template
for the information to traveller form
in the case of a package pursuant to § 651a of the Civil Code**

The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302.①

Therefore, you will benefit from all EU rights applying to packages. Company ② will be fully responsible for the proper performance of the package as a whole.

Additionally, as required by law, company ② has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent.*

③

④ Key rights under Directive (EU) 2015/2302

- Travellers will receive all essential information about the package before concluding the package travel contract.
- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs rise (for instance fuel prices), and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 % of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee (in the Federal Republic of Germany this right is known as 'termination' (*Kündigung*)), where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser or, in some Member States, the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. ② has taken out insolvency protection with ⑤.* Travellers may contact this entity or, where applicable, the competent authority (⑥) if services are denied because of ②'s insolvency.*

⑦

Guidelines:

- ① In the case of day trips of a price exceeding 500 euro, the previous sentence is replaced by the following: 'The combination of travel services offered to you is a day trip, which, in accordance with the provisions of the Civil Code, is treated as a package within the meaning of Directive (EU) 2015/2302.'
- ② The trading name/name of the organiser should be inserted here.
- ③ If the information is made available on an e-commerce website, the link button entitled 'More information on key rights under Directive (EU) 2015/2302' should be inserted here, activation of which brings up the information under ④.
- ④ The information on the key rights under Directive (EU) 2015/2302 is made available either on activation of the link button under ③ or, if the information is not made available on an e-commerce website, the information is added in the first box directly below the box.
- ⑤ The following should be inserted here:
 - (a) in the event of a case under § 651s of the Civil Code: name of the entity in charge of the insolvency,
 - (b) in all other cases: name of the customer finance guarantor (§ 651r(3) of the Civil Code).
- ⑥ The following should be inserted here:
 - (a) in the event of a case under § 651s of the Civil Code: contact details of the entity in charge of the insolvency, and, where applicable, name and contact details of the competent authority, in each case including the address of its seat, e-mail address and telephone number,
 - (b) in all other cases: contact details of the customer finance guarantor (§ 651r(3) of the Civil Code), including the address its establishment, e-mail address and telephone number.
- ⑦ The following should be inserted here:
 - (a) if the information is made available on an e-commerce website, the link button entitled 'Directive (EU) 2015/2302 as transposed into national law', activation of which redirects to the website www.umsetzung-richtlinie-eu2015-2302.de,
 - (b) if the information is not made available on an e-commerce website: 'Directive (EU) 2015/2302 as transposed into national law can be found at: www.umsetzung-richtlinie-eu2015-2302.de'.

* If, under § 651r(1) of the Civil Code, the organiser is under no obligation to take out protection against insolvency because the organiser does not accept any payments from the traveller for the price of the trip or holiday before the end of the package and the contract does not cover repatriation of the traveller, these sentences do not apply.

Template
for the information to traveller form
in the case of contracts for exchange student stays pursuant to § 651u of the Civil Code

The provisions of the Civil Code on packages apply *mutatis mutandis* to the contract offered to you.

Therefore, you will benefit from rights applying to packages. For exchange student stays, the special provisions of § 651u(2) to (4) of the Civil Code also apply, especially for withdrawal from the contract before the start of the trip and for termination.

Company ① has the statutory protection in place in the event that it becomes insolvent.* The protection covers the refund of your payments and, where transport is included in the contract, ensures your repatriation.*

②

③ Your key rights under the provisions of the Civil Code

- Travellers, i.e. as a rule not the exchange students themselves but the contract partners of the organiser, will receive all essential information about the package before concluding the contract.
- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the trip may only be increased if specific costs rise (for instance fuel prices) and the price rise is expressly provided for in the contract. A price rise is effective only if the traveller is notified not later than 20 days before the start of the trip. If the price increase exceeds 8 % of the price of the trip, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the trip the organiser cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the trip in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travellers may at any time before the start of the trip, i.e. without further conditions, terminate the contract, where applicable in return for an appropriate termination fee.
- The traveller may also at any time cancel the contract up to the end of the trip. The organiser is then entitled to charge the agreed price of the trip minus cost savings. The organiser is obliged to take the necessary steps as a result of the cancellation. In particular, if the contract includes transport of the exchange student, it has to ensure his repatriation. The additional costs in this case are borne by the traveller.
- If, after the start of the trip, a significant proportion of the travel services cannot be provided as agreed, suitable substitute services will have to be offered to the traveller at no extra cost. Travellers may cancel the contract free of charge, where services are not performed in accordance with the contract, the package is substantially affected as a result and the organiser fails to remedy the problem. In this case, the organiser bears the additional costs of repatriation of the exchange student to be arranged where applicable.
- Travellers are also entitled to a price reduction and/or compensation for damages where the services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller/exchange student is in difficulty.
- If the organiser becomes insolvent, payments will be refunded. If the organiser becomes insolvent after the start of the trip and if transport is included in the package, repatriation of the exchange student is secured. ① has taken out insolvency protection with ④.* Travellers may contact this entity or, where applicable, the competent authority (⑤) if services are denied because of ①'s insolvency.*

⑥

Guidelines:

- ① The trading name/the name of the organiser should be inserted here.
- ② If the information is made available on an e-commerce website, the link button entitled ‘More information on key rights under the provisions of the Civil Code’ should be inserted here, activation of which brings up the information under ③.
- ③ The information on the key rights is made available either on activation of the link button under ② or, if the information is not made available on an e-commerce website, the information is added in the first box directly below the box.
- ④ The following should be inserted here:
 - (a) in the event of a case under § 651s of the Civil Code: name of the entity in charge of the insolvency,
 - (b) in all other cases: name of the customer finance guarantor (§ 651r(3) of the Civil Code).
- ⑤ The following should be inserted here:
 - (a) in the event of a case under § 651s of the Civil Code: contact details of the entity in charge of the insolvency, and, where applicable, name and contact details of the competent authority, in each case including the address of its seat, e-mail address and telephone number,
 - (b) in all other cases: contact details of the customer finance guarantor (§ 651r(3) of the Civil Code), including the address of its establishment, e-mail address and telephone number.
- ⑥ The following should be inserted here:
 - (a) if the information is made available on an e-commerce website, the link button entitled ‘redirection to complete edition of the Civil Code’, activation of which redirects to the website www.gesetze-im-internet.de/bgb,
 - (b) if the information is not made available on an e-commerce website: ‘the complete edition of the Civil Code can be found at: www.gesetze-im-internet.de/bgb.’

* If, under § 651r(1) of the Civil Code, the organiser is under no obligation to take out protection against insolvency because the organiser does not accept any payments from the traveller for the price of the trip before the end of the package and the contract does not cover repatriation of the traveller, these sentences do not apply.

**Template
for the information to traveller form
in the case of a package pursuant to § 651c of the Civil Code**

If you conclude a contract with company ② not later than 24 hours after receiving the confirmation of the booking from company ①, the travel services to be provided by ① and ② are a package within the meaning of Directive (EU) 2015/2302.

Therefore, you will benefit from all EU rights applying to packages. Company ① will be fully responsible for the proper performance of the package as a whole.

Additionally, as required by law, company ① has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent.*

③

④ Key rights under Directive (EU) 2015/2302

- Travellers will receive all essential information about the package before concluding the package travel contract.
- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs rise (for instance fuel prices), and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 % of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee (in the Federal Republic of Germany this right is known as 'termination' (*Kündigung*)), where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser or, in some Member States, the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. ① has taken out insolvency protection with ⑤.* Travellers may contact this entity or, where applicable, the competent authority (⑥) if services are denied because of ①'s insolvency.*

⑦

Guidelines:

- ① The trading name/name of the trader to be considered as organiser (§ 651c(1) of the Civil Code) should be inserted here.
- ② The trading name/name of any other trader to which data have been transmitted in accordance with § 651c(1), point 2, of the Civil Code should be inserted here.
- ③ The link button entitled ‘More information on your key rights under Directive (EU) 2015/2302’ should be inserted here, activation of which brings up the information under ④.
- ④ The information on the key rights under Directive (EU) 2015/2302 is made available on activation of the link button under ③.
- ⑤ The following should be inserted here:
 - (a) in the event of a case under § 651s of the Civil Code: name of the entity in charge of the insolvency,
 - (b) in all other cases: name of the customer finance guarantor (§ 651r(3) of the Civil Code).
- ⑥ The following should be inserted here:
 - (a) in the event of a case under § 651s of the Civil Code: contact details of the entity in charge of the insolvency, and, where applicable, name and contact details of the competent authority, in each case including the address of its seat, e-mail address and telephone number,
 - (b) in all other cases: contact details of the customer finance guarantor (§ 651r(3) of the Civil Code), including the address of its establishment, e-mail address and telephone number.
- ⑦ The link button entitled ‘Directive (EU) 2015/2302 as transposed into national law’ should be inserted here, activation of which redirects to the website www.umsetzung-richtlinie-eu2015-2302.de.

* If, under § 651r(1) of the Civil Code, the trader to be considered as organiser is under no obligation to take out protection against insolvency because the trader considered as organiser does not accept any payments from the traveller for the price of the trip or holiday before the end of the package and the contract does not cover repatriation of the traveller, these sentences do not apply.

Template
for the information to traveller form
where the facilitator of linked travel arrangements is a carrier
with which the traveller has concluded a contract including repatriation
and the facilitation takes place pursuant to § 651w(1), sentence 1, point 1, of the Civil Code

If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via ①, you will NOT benefit from rights applying to packages under Directive (EU) 2015/2302.

Therefore, ① will not be responsible for the proper performance of those additional travel services. In case of problems, please contact the relevant service provider.

However, if you book additional travel services during the same visit to ②'s booking website, those travel services will become part of a linked travel arrangement. In that case ③ has, as required by EU law, protection in place to refund your payments to ③ for services not performed because of ③'s insolvency, and, where necessary, for your repatriation. Please note that this does not provide a refund in the event of the insolvency of the relevant service provider.

④

③ has taken out insolvency protection with ⑤.

Travellers may contact this entity or, where applicable, the competent authority (⑥) if the services are denied because of ③'s insolvency.

Note: This insolvency protection does not cover contracts with parties other than ③, which can be performed despite ③'s insolvency.

⑦

Guidelines:

- ① Either 'our company' or 'the company (insert: trading name/name of facilitator of linked travel arrangements)' should be inserted here.
- ② Either 'our company' or 'the company (insert: trading name/name of facilitator of linked travel arrangements)' should be inserted here.
- ③ The trading name/name of the facilitator of linked travel arrangements should be inserted here.
- ④ The link button entitled 'More information on insolvency protection' should be inserted here, activation of which brings up the information in the second box.
- ⑤ The following should be inserted here:
 - (a) in the event of a case under § 651w(3), sentence 4, in conjunction with § 651s of the Civil Code: name of the entity in charge of the insolvency,
 - (b) in all other cases: name of the customer finance guarantor (§ 651r(3) of the Civil Code).
- ⑥ The following should be inserted here:
 - (a) in the event of a case under § 651w(3), sentence 4, in conjunction with § 651s of the Civil Code: contact details of the entity in charge of the insolvency, and, where applicable, name and contact details of the competent authority, in each case including the address of its seat, e-mail address and telephone number,
 - (b) in all other cases: contact details of the customer finance guarantor (§ 651r(3) of the Civil Code), including the address of its establishment, e-mail address and telephone number.
- ⑦ The link button entitled 'Directive (EU) 2015/2302 as transposed into national law' should be inserted here, activation of which redirects to the website www.umsetzung-richtlinie-eu2015-2302.de.

Template
for the information to traveller form
where the facilitator of linked travel arrangements is a carrier
with which the traveller has concluded a contract including repatriation
and the facilitation takes place pursuant to § 651w(1), sentence 1, point 2, of the Civil Code

If you book additional travel services for your trip or holiday via this link or these links, you will NOT benefit from rights applying to packages under Directive (EU) 2015/2302.

Therefore, ① will not be responsible for the proper performance of those additional travel services. In case of problems, please contact the relevant service provider.

However, if you book additional travel services via this link or these links not later than 24 hours after receiving the confirmation of the booking from ①, those travel services will become part of a linked travel arrangement. In that case ② has, as required by EU law, protection in place to refund your payments to ② for services not performed because of ②'s insolvency, and, where necessary, for your repatriation. Please note that this does not provide a refund in the event of the insolvency of the relevant service provider.

③

② has taken out insolvency protection with ④.

Travellers may contact this entity, or where applicable, the competent authority (⑤) if the services are denied because of ②'s insolvency.

Note: This insolvency protection does not cover contracts with parties other than ②, which can be performed despite ②'s insolvency.

⑥

Guidelines:

- ① Either 'our company' or 'the company (insert: trading name/name of facilitator of linked travel arrangements)' should be inserted here.
- ② The trading name/name of the facilitator of linked travel arrangements should be inserted here.
- ③ The link button entitled 'More information on insolvency protection' should be inserted here, activation of which brings up the information in the second box.
- ④ The following should be inserted here:
 - (a) in the event of a case under § 651w(3), sentence 4, in conjunction with § 651s of the Civil Code: name of the entity in charge of the insolvency,
 - (b) in all other cases: name of the customer finance guarantor (§ 651r(3) of the Civil Code).
- ⑤ The following should be inserted here:
 - (a) in the event of a case under § 651w(3), sentence 4, in conjunction with § 651s of the Civil Code: contact details of the entity in charge of the insolvency, and, where applicable, name and contact details of the competent authority, in each case including the address of its seat, e-mail address and telephone number,
 - (b) in all other cases: contact details of the customer finance guarantor (§ 651r(3) of the Civil Code), including the address of its establishment, e-mail address and telephone number.
- ⑥ The link button entitled 'Directive (EU) 2015/2302 as transposed into national law' should be inserted here, activation of which redirects to the website www.umsetzung-richtlinie-eu2015-2302.de.

Template
for the information to traveller form
where the facilitator of linked travel arrangements is not a carrier
with which the traveller has concluded a contract including repatriation
and the facilitation takes place pursuant to § 651w(1), sentence 1, point 1, of the Civil Code

If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via ①, you will NOT benefit from rights applying to packages under Directive (EU) 2015/2302.

Therefore, ① will not be responsible for the proper performance of those additional travel services. In case of problems, please contact the relevant service provider.

However, if you book additional travel services during the same visit to ②, those travel services will become part of a linked travel arrangement. In that case ③ has, as required by EU law, protection in place to refund your payments to ③ for services not performed because of ③'s insolvency. Please note that this does not provide a refund in the event of the insolvency of the relevant service provider.*

④*

③ has taken out insolvency protection with ⑤.*

Travellers may contact this entity or, where applicable, the competent authority (⑥) if the services are denied because of ③'s insolvency.*

Note: This insolvency protection does not cover contracts with parties other than ③, which can be performed despite ③'s insolvency.*

⑦*

Guidelines:

- ① Either 'our company' or 'the company (insert: trading name/name of facilitator of linked travel arrangements)' should be inserted here.
- ② The following should be inserted here:
 - (a) if the information is made available on an e-commerce website, either 'our company's booking website' or 'the booking website of the company (insert: trading name/name of facilitator of linked travel arrangements)',
 - (b) if the information is made available during simultaneous physical presence of the traveller and the facilitator of linked travel arrangements: either 'our company or during the same contact with it' or 'the company (insert: trading name/name of the facilitator of linked travel arrangements) or during the same contact with it'.
- ③ The trading name/name of the facilitator of linked travel arrangements should be inserted here.
- ④ If the information is made available on an e-commerce website, the link button entitled 'More information on insolvency protection' should be inserted here, activation of which brings up the information in the second box. If the information is made available during simultaneous physical presence of the traveller and the facilitator of linked travel arrangements, the information in the second box is added directly below the first box.
- ⑤ The following should be inserted here:
 - (a) in the event of a case under § 651w(3), sentence 4, in conjunction with § 651s of the Civil Code: name of the entity in charge of the insolvency,
 - (b) in all other cases: name of the customer finance guarantor (§ 651r(3) of the Civil Code).
- ⑥ The following should be inserted here:

- (a) in the event of a case under § 651w(3), sentence 4, in conjunction with § 651s of the Civil Code: contact details of the entity in charge of the insolvency, and, where applicable, name and contact details of the competent authority, in each case including the address of its seat, e-mail address and telephone number,
- (b) in all other cases: contact details of the customer finance guarantor (§ 651r(3) of the Civil Code), including the address of its establishment, e-mail address and telephone number.

⑦ The following should be inserted here:

- (a) if the information is made available on an e-commerce website: the link button entitled ‘Directive (EU) 2015/2302 as transposed into national law’ should be inserted here, activation of which redirects to the website www.umsetzung-richtlinie-eu2015-2302.de,
- (b) if the information is made available during simultaneous physical presence of the traveller and the facilitator of linked travel arrangements: ‘Directive (EU) 2015/2302 as transposed into national law can be found at: www.umsetzung-richtlinie-eu2015-2302.de.’

* If, under § 651w(3) of the Civil Code, the facilitator of linked travel arrangements is under no obligation to take out protection against insolvency because it does not accept any payments from the traveller as fees for travel services or only after they have been provided, these paragraphs do not apply. They do not apply either where such payments, on the basis of a power of collection provided to the facilitator of linked travel arrangements by the service provider, are credited to a solvency-proof fiduciary account.

Template
for the information to traveller form
where the facilitator of linked travel arrangements is not a carrier
with which the traveller has concluded a contract including repatriation
and the facilitation takes place pursuant to § 651w(1), sentence 1, point 2, of the Civil Code

If you book additional travel services for your trip or holiday via this link or these links, you will NOT benefit from rights applying to packages under Directive (EU) 2015/2302.

Therefore, ① will not be responsible for the proper performance of those additional travel services. In case of problems, please contact the relevant service provider.

However, if you book additional travel services via this link or these links not later than 24 hours after receiving the confirmation of the booking from ①, those travel services will become part of a linked travel arrangement. In that case ② has, as required by EU law, protection in place to refund your payments to ② for services not performed because of ②'s insolvency. Please note that this does not provide a refund in the event of the insolvency of the relevant service provider.*

③*

② has taken out insolvency protection with ④.*

Travellers may contact this entity or, where applicable, the competent authority (⑤) if the services are denied because of ②'s insolvency.*

Note: This insolvency protection does not cover contracts with parties other than ②, which can be performed despite ②'s insolvency.*

⑥*

Guidelines:

- ① Either 'our company' or 'the company (insert: trading name/name of facilitator of linked travel arrangements)' should be inserted here.
- ② The trading name/name of the facilitator of linked travel arrangements should be inserted here.
- ③ The link button entitled 'More information on insolvency protection' should be inserted here, activation of which brings up the information in the second box.
- ④ The following should be inserted here:
 - (a) in the event of a case under § 651w(3), sentence 4, in conjunction with § 651s of the Civil Code: name of the entity in charge of the insolvency,
 - (b) in all other cases: name of the customer finance guarantor (§ 651r(3) of the Civil Code).
- ⑤ The following should be inserted here:
 - (a) in the event of a case under § 651w(3), sentence 4, in conjunction with § 651s of the Civil Code: contact details of the entity in charge of the insolvency, and, where applicable, name and contact details of the competent authority, in each case including the address of its seat, e-mail address the telephone number,
 - (b) in all other cases: contact details of the customer finance guarantor (§ 651r(3) of the Civil Code), including the address of its establishment, e-mail address and telephone number.
- ⑥ The link button entitled 'Directive (EU) 2015/2302 as transposed in national law' should be inserted here, activation of which redirects to the website www.umsetzung-richtlinie-eu2015-2302.de.

* If, under § 651w(3) of the Civil Code, the facilitator of linked travel arrangements is under no obligation to take out protection against insolvency because it does not accept any payments from the traveller as fees for travel services or only after they have been provided, these paragraphs do not apply. They do not apply either where such payments, on the basis of a power of collection provided to the facilitator of linked travel arrangements by the service provider, are credited to a solvency-proof fiduciary account.

Template for guarantee certificate

(where applicable, insert guarantee certificate number)

**Guarantee certificate for
① packages**

in accordance with ② § 651r of the Civil Code

for

(insert: Name of traveller, the words ‘the travellers designated overleaf’ or the booking number) ③

(where applicable insert: period of validity of the guarantee certificate) ④

In the event of insolvency ⑤, the traveller has a direct claim within the meaning of § 651r(4) of the Civil Code on the customer finance guarantor indicated below under the statutory provisions.

The liability of the customer finance guarantor is limited. It is liable for the total amounts it has to refund in a single business year only up to an amount of 110 million euro. If this sum is insufficient for all travellers, the amount refunded is reduced in the ratio between its total amount and the maximum amount.

If you have any questions, contact: (insert at least: name, address and telephone number of the body to be contacted; if this body is not competent for the claims settlement, also name, address and telephone number of the body competent for this).

(insert: Name, complete address of the customer finance guarantor)

Customer finance guarantor

Guidelines:

- ① In the case of facilitation of linked travel arrangements (§ 651r of the Civil Code), instead of the following word ‘packages’, the following should be inserted here: ‘linked travel arrangements’.
- ② In the case of facilitation of linked travel services (§ 651w of the Civil Code), instead of the following indication ‘§ 651r’, the following should be inserted here ‘§§ 651r and 651w’.
- ③ This information may be omitted. In this case, the following sentence should be inserted: ‘This guarantee certificate applies for the person making the booking and all travellers.’
- ④ If the guarantee certificate is valid for a limited period, the time limit must cover at least the period from conclusion of the contract until the end of the trip or holiday.
- ⑤ The following should be inserted here:
 - (a) in the case of a package: either the words ‘the organiser designated overleaf’ or ‘the’ and then trading name/name and address of the organiser,
 - (b) in the case of facilitation of linked travel arrangements (§ 651w of the Civil Code): ‘the’ and then the trading name/name and address of the facilitator of linked travel arrangements.
- ⑥ This paragraph is omitted in the case of customer finance guarantees in which the limitation of liability according to § 651r(3) of the Civil Code has not been agreed.