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Office of the Italian Prime Minister

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and c.c.

of 07/06/2018

***The Italian Ministry of Cultural Heritage and
Activities and of Tourism***



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***The Italian Ministry of Foreign Affairs
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Legislative area

HEAD OFFICE

Subject: PI 2018/0081 – Failure to transpose 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.

NOTIFICATION OF NATIONAL IMPLEMENTATION MEASURES

With regard to the infringement proceedings cited above, it should be noted that Legislative Decree No 62 of 21 May 2018 implementing Directive 2015/2302 was published in Official Journal No 129 of 6 June 2018.

For the purposes of informing the competent Services of the European Commission, please therefore find enclosed the above provision in the version published in the Official Journal and the table showing the correlation between the provisions of the directive itself and those of national law.

Head of the Department

Cons. Diana Agosti

[signed]

OFFICIAL JOURNAL
OF THE REPUBLIC OF ITALY

Rome – Wednesday 6 June 2018

LEGISLATIVE DECREE No 62 of 21 May 2018

Implementation 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.

THE PRESIDENT OF THE REPUBLIC

Having regard to Articles 76 and 87 of the Constitution;

Having regard to Law No 234 of 24 December 2012, laying down general provisions on Italy's participation in the education and implementation of the legislation and policies of the European Union;

Having regard to Law No 163 of 25 October 2017, on the delegation to the Government for transposition of European directives and the implementation of other EU acts – 2016-2017 European Delegation Law and, in particular, Annex A, point 2);

Having regard to 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;

Having regard to 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;

Having regard to 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;

Having regard to Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations;

Having regard to 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 (Text with EEA relevance);

Having regard to 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 (Text with EEA relevance);

Having regard to 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 (Text with EEA relevance);

Having regard to 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 (Regulation on consumer ODR);

Having regard to Law No 400 of 23 August 1988, and subsequent amendments, on Rules concerning Government activities and legislation by the Prime Minister's Office and, in particular, Article 14;

Having regard to Law No 287 of 10 October 1990, and subsequent amendments, on Rules for the protection of competition and the market;

Having regard to Law No 241 of 7 August 1990, and subsequent amendments, on new rules on administrative procedures and the right to access administrative documents;

Having regard to Legislative Decree No 206 of 6 September 2005, and subsequent amendments, on the Consumer Code, in accordance with Article 7 of Law No 229 of 29 July 2003;

Having regard to Legislative Decree No 209 of 7 September 2005, and subsequent amendments, on the Italian Private Insurance Code;

Having regard to Legislative Decree No 59 of 26 March 2010, and subsequent amendments, implementing Directive 2006/123/EC on services in the internal market;

Having regard to Annex I to Legislative Decree No 79 of 23 May 2011, and subsequent amendments, on the national law code on the subject of the legal system and tourism market, in accordance with Article 14 of Law No 246 of 28 November 2005, and implementation of Directive 2008/122/EC concerning timeshare, long-term holiday product, resale and exchange contracts;

Having regard to Legislative Decree No 2 of 16 January 2013 on amendments and additions to Legislative Decree No 59 of 18 April 2011 and No 286 of 21 November 2005, and implementing Directive 2011/94/EU amending Directive 2006/126/EC on driving licences;

Having regard to the Decree of the Minister for Infrastructure and Transport of 28 April 2008 transposing Directive 2007/46/EC of the European Parliament and of the Council of 5 September 2007 establishing a framework for the approval of motor vehicles and their trailers, and of systems, components and separate technical units intended for such vehicles, published in the *Official Journal* No 162 of the Republic of Italy of 12 July 2008;

Having regard to Legislative Decree No 368 of 20 October 1998, and subsequent amendments, on the establishment of the Ministry of Cultural Heritage and Activities and of Tourism, in accordance with Article 11 of Law No 59 of 15 March 1997;

Having regard to Legislative Decree No 71 of 24 June 2013, which converted into law, with amendments, Decree Law No 43 of 26 April 2013 on urgent provisions for the relaunching of the industrial area of Piombino for environmental emergency purposes in favour of the areas affected by earthquakes in May 2012 and to expedite the reconstruction in Abruzzo and the implementation of operations for Expo 2015. Transfer of functions relating to tourism and provisions relating to the composition of the CIPE (Interministerial Committee for Economic Planning) and, in particular, Article 1(2), which provides for the transfer to the

Ministry for Cultural Heritage and Activities of the functions performed by the Prime Minister on the subject of tourism;

Having regard to the Decree No 171 of the Prime Minister of 29 August 2014, and subsequent modifications, on the organisational regulations of the Ministry for Cultural Heritage and Activities and Tourism, of the offices of the direct collaboration between the Ministry and the independent organisation for performance assessment, in accordance with Article 16(4) of Decree Law No 66 of 24 April 2014, converted, with amendments, by Law No 89 of 23 June 2014;

Having regard to the preliminary resolution of the Council of Ministers, which was adopted in the meeting of 8 February 2018;

Having obtained the opinion of the Italian Antitrust Authorities referred to by Law No 287 of 10 October 1990, this opinion having been obtained on 21 March 2018;

Having obtained the opinion of the Standing Conference on relations between the State, the regions and the autonomous provinces of Trento and of Bolzano pursuant to Legislative Decree No 281 of 28 August 1997, this opinion having been obtained on 19 April 2018;

Having obtained the opinions of the Special Committees of the Chamber of Deputies and the Senate of the Republic, which were established pursuant to Article 22(2) of the Regulations of the Chamber and Article 24 of the Regulations of the Senate, which opinions were obtained on 8 March 2018;

Having regard to the resolution of the Council of Ministers, which was adopted in the meeting on 16 May 2018;

At the proposal of the Prime Minister and of the Minister for Cultural heritage and Activities and Tourism, in agreement with the Ministry of Foreign Affairs and International Cooperation, the Ministry of Justice, the Ministry of Economic development and the Ministry of Economics and Finance;

ISSUES

the following legislative decree:

Article 1

Amendments to Annex I to Legislative Decree No 79 of 23 May 2011

1. Chapter I of Title VI of Annex I to Legislative Decree No 79 of 23 May 2011 is replaced by the following:

'Chapter I

ORGANISED TOURISM CONTRACTS

Section 1

Package travel and linked travel arrangements

Article 32 (*Scope of application*). – 1. The provisions in this Chapter apply to packages offered for sale or sold by traders to travellers and to linked travel arrangements whose offer or sale to travellers is facilitated by traders.

2. The provisions in this Chapter do not apply to:

a) packages and linked travel arrangements covering a period of less than 24 hours unless overnight accommodation is included;

b) packages and linked travel arrangement whose offer or sale to travellers is facilitated by the associations referred to in Article 5, where they act occasionally, but not more than twice a year, on a not-for-profit basis and only to a limited group of travellers, without offering them to the public; the aforesaid associations are, however, obliged to provide traders and travellers with adequate information on the fact that these packages or linked travel arrangements are not subject to these rules;

c) packages and linked travel arrangements purchased on the basis of a general agreement for the arrangement of business travel between a trader and another natural or legal person who is acting for purposes relating to his trade, business, craft or profession.

3. For matters not provided for in this Chapter, the provisions of the Consumer Code referred to in Legislative Decree No 206 of 6 September 2005 shall apply.

Article 33 (*Definitions*). – 1. For the purposes of this Chapter, the following definitions apply:

a) ‘travel service’ means:

1) transport of passengers;

2) accommodation that does not form an integral part of the transport of passengers and is not intended for residential purposes, or for long-term language courses;

3) rental of cars, other motor vehicles within the meaning of the Decree of the Minister of Infrastructure and Transport of 28 April 2008, published in *Official Journal* No 162 of the Republic of Italy of 12 July 2008, or motorcycles requiring a Category A driving licence in accordance with Legislative Decree No 2 of 16 January 2013;

4) any other travel service that does not form an integral part of one of the travel services under numbers 1), 2) or 3) and is not a financial or insurance service;

b) ‘supplementary travel service’ means ancillary services such as, inter alia, transport of luggage provided as part of carriage of passengers; use of pay and display parking at stations or airports; carriage of passengers for short distances as part of a guided tour or transfers between an accommodation facility and a travelling station by other means; organisation of entertainment or sporting activities; provision of meals, drinks and cleaning provided in the context of accommodation; use of bicycles, skis and other equipment from the accommodation facility or access to on-site facilities such as swimming pools, beaches, gyms, saunas, wellness centres or spas, including for hotel guests; any other typical supplementary service according to local customs;

c) ‘package’ means a combination of at least two different types of travel services for the purpose of the same trip or holiday, if at least one of the following conditions is met:

1) those services are combined by one trader, including at the request of or in accordance with the selection of the traveller, before a single contract on all services is concluded;

2) irrespective of whether separate contracts are concluded with individual travel service providers, those services are:

2.1) purchased from a single point of sale and those services have been selected before the traveller agrees to pay;

2.2) offered, sold or charged at an inclusive or total price;

2.3) advertised or sold under the term 'package' or under a similar term;

2.4) combined after the conclusion of a contract by which a trader entitles the traveller to choose among a selection of different types of travel services, or purchased from separate traders through linked online booking processes where the traveller's name, payment details and e-mail address are transmitted from the trader with whom the first contract is concluded to another trader or traders and a contract with the latter trader or traders is concluded at the latest 24 hours after the confirmation of the booking of the first travel service;

d) 'package travel contract' means a contract on the package as a whole or, if the package is provided under separate contracts, all contracts covering travel services included in the package;

e) 'start of the package' means the beginning of the performance of travel services included in the package;

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

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

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

g) 'traveller' means any person who is seeking to conclude a contract, who enters into a contract or is entitled to travel on the basis of a contract concluded, within the scope of this Chapter;

h) 'trader' means any natural person or any legal person, irrespective of whether privately or publicly owned, who is acting, including through any other person acting in his name or on his behalf, for purposes relating to his trade, business, craft or profession in relation to contracts covered by this Chapter, whether acting in the capacity of organiser, retailer, trader facilitating a linked travel arrangement or as a travel service provider, in accordance with current legislation;

i) ‘organiser’ means a trader who combines and sells or offers for sale packages, either directly or through another trader or together with another trader, or the trader who transmits the traveller’s data to another trader in accordance with point *c)*, number 2.4);

l) ‘retailer’ means a trader other than the organiser who sells or offers for sale packages combined by an organiser;

m) ‘establishment’ means establishment as defined by Article 8(1)(*e*) of Legislative Decree No 59 of 26 March 2010;

n) ‘durable medium’ means any instrument which enables the traveller or the trader to store information addressed personally to him in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored;

o) ‘unavoidable and extraordinary circumstances’ means a situation beyond the control of the party who invokes such a situation and the consequences of which could not have been avoided even if all reasonable measures had been taken;

p) ‘lack of conformity’ means a failure to perform the travel services included in a package;

q) ‘minor’ means a person below the age of 18 years;

r) ‘point of sale’ means any retail premises, whether movable or immovable, or a retail website or similar online sales facility, including where retail websites or online sales facilities are presented to travellers as a single facility, including a telephone service;

s) ‘repatriation’ means the traveller’s return to the place of departure or to another place the contracting parties agree upon.

2. A combination of travel services where one of the types of travel services as referred to in point *a)* , numbers 1), 2) or 3) of subparagraph 1 is combined with one or more of the travel services as referred to in point *a)*, number 4) of subparagraph 1 is not package travel in cases where these latter services do not account for a share equal to or exceeding 25 % of the value of the combination and are not advertised as and do not otherwise represent an essential feature of the combination, or are selected and purchased only after the performance of a travel service as referred to in point *a)*, numbers 1), 2) or 3) of subparagraph 1.

3. Separate invoicing of the elements of the same package as referred to in point b) of subparagraph 1 does not release the organiser or the retailer from the obligations of this Chapter.

4. The purchase of one of the types of travel services as referred to in point a), numbers 1), 2) or 3) of subparagraph 1, with one or more of the travel services as referred to in point a), number 4) of subparagraph 1 does not constitute a linked travel service where these latter services do not account for a significant share equal to or exceeding 25 % of the combined value of the services and are not advertised as an essential feature of the trip or the holiday and therefore do not represent an essential feature.

Section II

Information requirements and content of the package travel contract

Article 34 (*Pre-contractual information*). – 1. Before the conclusion of the package travel contract or any corresponding offer, the organiser and, where the package is sold through a retailer, also the retailer shall provide the traveller with the standard information by way of the relevant form as set out in Part I or Part II of Annex A to this Code, and with the following information:

a) the main characteristics of the travel services, such as:

- 1) the travel destination(s), itinerary and periods of stay, with dates and, where accommodation is included, the number of nights included;
- 2) the means, characteristics and categories of transport, the points, dates and time of departure and return, the duration and places of intermediate stops and transport connections; where the exact time is not yet determined, the organiser and, where applicable, the retailer shall inform the traveller of the approximate time of departure and return;
- 3) the location, main features and, where applicable, tourist category of the accommodation under the rules of the country of destination;
- 4) the meal plan;
- 5) visits, excursion(s) or other services included in the total price agreed for the package;
- 6) the travel services provided to the traveller as part of a group and, if so, the approximate size of the group;

- 7) the language in which those services will be carried out;
- 8) whether the trip or holiday is suitable for persons with reduced mobility and, upon the traveller's request, precise information on the suitability of the trip or holiday taking into account the traveller's needs;
- b)* the trading name and geographical address of the organiser and, where applicable, of the retailer, as well as their telephone number and e-mail address;
- c)* the total price of the package inclusive of taxes and of all additional fees, charges and other costs, including any practices of administrative and operating expenses 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;
- d)* the arrangements for payment, including any amount or percentage of the price which is to be paid as a down payment and the timetable for payment of the balance, or financial guarantees to be paid or provided by the traveller;
- e)* the minimum number of persons required for the package to take place and the time-limit, referred to in point *a)* of Article 41(5), before the start of the package for the possible termination of the contract if that number is not reached;
- f)* general information on passport and visa requirements, including approximate periods for obtaining visas and information on health formalities, of the country of destination;
- g)* information that the traveller may terminate the contract at any time before the start of the package in return for payment of an appropriate termination fee, or, where applicable, the standardised termination fees requested by the organiser, in accordance with Article 41(1);
- h)* information on optional or compulsory insurance to cover the cost of unilateral termination of the contract by the traveller or the cost of assistance, including repatriation, in the event of accident, illness or death.
- i)* details of the cover as referred to paragraphs 1, 2 and 3 of Article 47.

2. For package travel contracts as referred to in Article 33(1)(d), which are concluded by telephone, the organiser or the trader shall provide the traveller with the standard information set out in Part II of Annex A to this Decree, and the information set out in subparagraph 1.

3. With reference to packages as defined in number 2.4) of point c) of Article 33(1), the organiser and the trader to whom the data are transmitted shall ensure that each of them provides, before the traveller is bound by a contract or any corresponding offer, the information set out in subparagraph 1, in so far as it is relevant for the respective travel services they offer. The organiser shall also provide, at the same time, the standard information by means of the form set out in Part III of Annex A to this Code.

4. The information referred to in subparagraphs 1, 2 and 3 shall be provided in a clear and precise manner and, where such information is provided in writing, it shall be legible.

Article 35 (Binding character of pre-contractual information and conclusion of the package travel contract). – 1. The information provided to the traveller pursuant to points a), c), d), e) and g) of the first subparagraph of Article 34 shall form an integral part of the package travel contract and shall not be altered unless the contracting parties expressly agree otherwise.

2. The organiser and the retailer shall communicate all changes to the pre-contractual information to the traveller in a clear, comprehensible and prominent manner before the conclusion of the package travel contract.

3. If the organiser and the retailer have not complied with the information requirements on additional fees, charges or other costs as referred to in point (c) of the first subparagraph of Article 34 before the conclusion of the package travel contract, the traveller shall not bear those fees, charges or other costs.

Article 36 (Content of the package travel contract and documents to be supplied before the start of the package). – 1. Package travel contracts are in plain and intelligible language and, in so far as they are in writing, legible.

2. At the conclusion of the package travel contract or as soon as possible thereafter, the organiser or retailer shall provide the traveller with a copy or confirmation of the contract on a durable medium.

3. The traveller shall be entitled to request a paper copy if the package travel contract has been concluded in the simultaneous physical presence of the parties.

4. With respect to off-premises contracts as defined in point h) of Article 45(1) of Legislative Decree No 206 of 6 September 2005, a copy or confirmation of the package travel

contract shall be provided to the traveller on paper or, if the traveller agrees, on another durable medium.

5. The package travel contract or confirmation of the contract shall set out the full content of the agreement which shall include all the information referred to in the first subparagraph of Article 34, and the following information:

a) special requirements of the traveller which the organiser has accepted;

b) information that the organiser is responsible for the proper performance of all travel services included in the contract in accordance with Article 42 and obliged to provide assistance if the traveller is in difficulty in accordance with Article 45;

c) the name of the entity in charge of the insolvency protection and its contact details, including its geographical address;

d) the name, address, telephone number, e-mail address and, where applicable, the 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 and communicate with him efficiently, to request assistance or to complain about any lack of conformity perceived during the performance of the package;

e) information that the traveller is required to communicate any lack of conformity which he perceives during the performance of the package in accordance with Article 42(2);

f) where minors, unaccompanied by a parent or another authorised person, travel on the basis of a package travel contract which includes accommodation, information enabling direct contact with the minor or the person responsible for the minor at the minor's place of stay;

g) information on available complaint handling procedures and on alternative dispute resolution ('ADR') mechanisms pursuant to Legislative Decree No 206 of 6 September 2005 and, where applicable, on the ADR entity by which the trader is covered and on the online dispute resolution platform pursuant to Regulation (EU) No 524/2013;

h) information on the traveller's right to transfer the contract to another traveller in accordance with Article 38.

6. With reference to packages purchased from traders as defined in point (b) of point 2.4) of Article 33 number (1), the trader to whom the data are transmitted shall inform the organiser of the conclusion of the contract leading to the creation of a package and shall provide the

organiser with the information necessary to comply with his obligations. At the same time, the organiser shall provide to the traveller the information referred to in subparagraph 5 on a durable medium.

7. The information referred to in subparagraphs 5 and 6 shall be provided in a clear, comprehensible and prominent manner.

8. In good time before the start of the package, the organiser shall provide the traveller with the necessary receipts, vouchers and tickets, information on the scheduled times of departure and the deadline for check-in, as well as the scheduled times for intermediate stops, transport connections and arrival.

Article 37 (Burden of proof and prohibition on the provision of misleading information). –

1. As regards compliance with the information requirements laid down in this section, the burden of proof shall be on the trader.

2. A prohibition has been placed on the provision of misleading information regarding the modalities of the service offered, the price and other elements of the contract, by whatever means this information is communicated to the traveller.

Section III

Changes to the package travel contract before the start of the package

Article 38 (Transfer of the package travel contract to another traveller). – 1. A traveller may, after giving the organiser reasonable notice on a durable medium within and not later than seven days before the start of the package, transfer the package travel contract to a person who satisfies all the conditions for use of the service.

2. The transferor of the package travel contract and the transferee shall be jointly and severally liable for the payment of the balance due and for any additional fees, charges or other costs, including any administrative and operating expenses, arising from the transfer.

3. The organiser shall inform the transferor about the actual costs of the transfer, which costs shall not be unreasonable and shall not exceed the actual cost incurred by the organiser due to the transfer of the package travel contract and shall provide the transferor with proof of the additional fees, charges or other costs arising from the transfer of the contract.

Article 39 (*Alteration of the price*). – 1. After the conclusion of the package travel contract, prices may be increased only if the contract expressly reserves that possibility and states that the traveller is entitled to price reduction, and shall state how price revisions are to be calculated. In such a situation, the traveller is entitled to a reduction in price corresponding to the reduction in costs as referred to in points *a)*, *b)* and *c)* of subparagraph 2 that occur after the conclusion of the contract and before the start of the package.

2. Price increases shall be possible exclusively as a consequence of changes in:

a) the price of the carriage of passengers resulting from the cost of fuel or other power sources;

b) the level of taxes or fees on the travel services included in the contract imposed by third parties not directly involved in the performance of the package, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports;

c) the exchange rates relevant to the package.

3. If the price increase referred to in this Article exceeds 8 % of the total price of the package, subparagraphs 2, 3, 4 and 5 of Article 40 shall apply.

4. Irrespective of its extent, a price increase shall be possible only if the organiser notifies the traveller of this in a clear and accurate manner with a justification for that increase and the calculation methods, on a durable medium at the latest 20 days before the start of the package.

5. In the event of a price decrease, the organiser shall have the right to deduct actual administrative and operational expenses of the practices from the refund owed to the traveller; the organiser shall provide proof of those expenses at the traveller's request.

Article 40 (*Alteration of other package travel contract terms*). – 1. Before the start of the package, the organiser may not unilaterally change package travel contract terms other than the price in accordance with Article 39, unless the organiser has reserved that right in the contract and the change is insignificant. The organiser informs the traveller of the change in a clear, comprehensible and prominent manner on a durable medium.

2. If, before the start of the package, the organiser is constrained to alter significantly any of the main characteristics of the travel services as referred to in point *a)* of the first subparagraph of Article 34 or cannot fulfil the special requirements as referred to in point *a)* of Article 36(5), or proposes to increase the price of the package by more than 8 % in

accordance with Article 39(3), the traveller may within a reasonable period specified by the organiser accept the proposed change; or terminate the contract without paying a termination fee. If the traveller terminates the package travel contract, the organiser may offer the traveller a substitute package of an equivalent or a higher quality.

3. The organiser shall without undue delay inform the traveller in a clear, comprehensible and prominent manner on a durable medium of:

a) the proposed changes referred to in subparagraph 2 and their impact on the price of the package within the meaning of subparagraph 4;

b) a reasonable period within which the traveller has to inform the organiser of his decision pursuant to subparagraph 2;

c) the consequences of the traveller's failure to respond within the period referred to in point b) and any offered substitute package and its price.

4. Where the changes to the package travel contract or the substitute package referred to in subparagraph 2 result in a package of lower quality or cost, the traveller shall be entitled to an appropriate price reduction.

5. If the package travel contract is terminated pursuant to subparagraph 2, and the traveller does not accept a substitute package, the organiser shall refund all payments made by or on behalf of the traveller without undue delay and in any event not later than 14 days after the contract is terminated and Article 43(2), (3), (4), (5), (6), (7) and (8) shall apply *mutatis mutandis*.

Article 41 (*Right of withdrawal before the start of the package*). – 1. The traveller may withdraw from the package travel contract at any time before the start of the package, in return for reimbursement to the organiser of appropriate and justifiable expenses, the latter providing a justification for the amount of the fees upon the traveller's request.

2. The package travel contract may specify reasonable standardised withdrawal fees based on the time of the termination of the contract and the expected cost savings and income and expected revenue deriving from the reallocation of the travel services.

3. Where no standardised withdrawal fees are specified, the amount of the withdrawal fee shall correspond to the price of the package minus the cost savings and income from reallocation of the travel services.

4. The traveller shall have the right to withdraw from the package travel contract before the start of the package without paying any withdrawal fee 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 which significantly affect the carriage of passengers to the destination, and to a full refund of any payments made for the package, but shall not be entitled to additional compensation.

5. The organiser may terminate the package travel contract and provide the traveller with a full refund of any payments made for the package, but shall not be liable for additional compensation, if:

a) the number of persons enrolled for the package is smaller than the minimum number stated in the contract and the organiser notifies the traveller of the withdrawal from the contract within the period fixed in the contract, but not later than 20 days before the start of the package in the case of trips lasting more than six days, seven days before the start of the package in the case of trips lasting between two and six days and 48 hours before the start of the package in the case of trips lasting less than two days;

b) the organiser is prevented from performing the contract because of unavoidable and extraordinary circumstances and notifies the traveller of the termination of the contract without undue delay before the start of the package.

6. The organiser shall provide any refunds required under paragraphs 4 and 5 or, with respect to subparagraphs 1, 2 and 3, reimburse any payments made by or on behalf of the traveller for the package minus the appropriate termination fee, without undue delay and in any event not later than 14 days after the withdrawal. In the cases referred to in subparagraphs 4 and 5, the functionally connected contracts entered into with third parties are terminated.

7. With respect to off-premises contracts, Member States may provide in their national law that the traveller has the right to withdraw from the package travel contract within a period of five days from the day on which the contract was concluded or from the date on which the he received the preliminary contractual conditions, whichever is the later, without penalties and without giving any reason. In the case of offers with tariffs that are significantly less than current offers, the right of withdrawal shall be excluded. In this latter case, the organiser shall document the change in price, properly highlighting the exclusion of the right of withdrawal.

Section IV

Performance of the package

Article 42 (*Responsibility of the organiser for the failure to perform the package and for the unforeseen inability to perform while performing the package*). – 1. The organiser is responsible for performing the travel services provided for by the package travel contract, independently of the fact that these travel services must be performed by the organiser itself, by its agents or servants when they are operating in the performance of their functions, by third parties whose work it makes use of or by other providers of travel services within the meaning of Article 1228 of the Civil Code.

2. Pursuant to Articles 1175 and 1375 of the Civil Code, the traveller shall inform the organiser, directly or by way of the retailer, without undue delay, taking into account the circumstances of the case, of any lack of conformity which he perceives during the performance of a travel service included in the package travel contract.

3. If any of the travel services are not performed in accordance with the package travel contract, the organiser shall remedy the lack of conformity, unless that is impossible; or entails disproportionate costs, taking into account the extent of the lack of conformity and the value of the travel services affected. If the organiser does not remedy the lack of conformity, Article 43 shall apply.

4. Without prejudice to the exceptions laid down in subparagraph 3, if the organiser does not remedy the lack of conformity within a reasonable period set by the traveller based on the duration and features of the package, with notification having been given in accordance with subparagraph 2, the traveller may do so himself and request reimbursement of the necessary, reasonable and documented expenses; it shall not be necessary for the traveller to specify a time-limit if the organiser refuses to remedy the lack of conformity or if immediate remedy is required.

5. Where a lack of conformity, in accordance with Article 1455 of the Italian Civil Code, constitutes serious failure to perform the travel services included in a package and the organiser has failed to remedy it within a reasonable period set by the traveller in terms of the duration and features of the package, with notification having been given in accordance with subparagraph 2, the traveller may, free of charge, rightfully terminate the package travel contract with immediate effect or, where appropriate, request, in accordance with Article 43,

a price reduction, without prejudice, however, to any compensation for damages. Where the contract is terminated and the package also included the carriage of passengers, the organiser shall also provide repatriation of the traveller with equivalent transport without undue delay and at no extra cost to the traveller.

6. As long as it is impossible to ensure the traveller's return, the organiser shall bear the cost of necessary accommodation, if possible of equivalent category to that stated in the contract, for a period not exceeding three nights per traveller or for a longer period where this is provided for in Union passenger rights legislation applicable to the relevant means of transport.

7. The limitation of costs referred to in subparagraph 6 shall not apply to persons with reduced mobility, as defined in point *a*) of Article 2(1) of Regulation (EC) No 1107/2006, and any person accompanying them, pregnant women and unaccompanied minors, as well as persons in need of specific medical assistance, provided that the organiser has been notified of their particular needs at least forty-eight hours before the start of the package. The organiser may not invoke unavoidable and extraordinary circumstances to limit the liability under this subparagraph if the transport provider may not rely on such circumstances under applicable Union legislation.

8. Where, due to unforeseen circumstances not attributable to the organiser, during the performance, a significant proportion, in terms of value or quality, of the combination of travel services cannot be provided as agreed in the package travel contract, the organiser shall offer, at no extra cost to the traveller, suitable alternative arrangements of, where possible, equivalent or higher quality than those specified in the contract, for the continuation of the package, including where the traveller's return to the place of departure is not provided as agreed. Where the proposed alternative arrangements result in a package of lower quality than that specified in the package travel contract, the organiser shall grant the traveller an appropriate price reduction.

9. The traveller may reject the proposed alternative arrangements only if they are not comparable to what was agreed in the package travel contract or the price reduction granted is inadequate.

10. If it is impossible to make alternative arrangements or the traveller rejects the proposed alternative arrangements as set out in subparagraph 8, the traveller is, where appropriate,

entitled to a price reduction. In the case of failure to comply with the obligation to make an offer as referred to in subparagraph 8, subparagraph 5 shall apply.

11. As long as it is impossible to ensure the traveller's return as agreed in the package travel contract due to unforeseen circumstances not attributable to the organiser, subparagraphs 6 and 7 shall apply.

Article 43 (*Price reduction and compensation for damages*). – 1. The traveller is entitled to an appropriate price reduction for any period during which there was lack of conformity, unless the organiser proves that the lack of conformity is attributable to the traveller.

2. The traveller shall be entitled to receive appropriate compensation from the organiser, without undue delay, for any damage which the traveller sustains as a result of any lack of conformity.

3. The traveller shall not be entitled to compensation for damages if the organiser proves that the lack of conformity is attributable to the traveller or to a third party unconnected with the provision of the travel services included in the package travel contract and is unforeseeable or unavoidable or is due to unavoidable and extraordinary circumstances.

4. The limitations provided for in existing conventions binding Italy or the European Union shall apply to the organiser, concerning the extent of the compensation or the conditions under which such compensation must be paid by a provider carrying out a travel service which is part of a package.

5. The package travel contract may limit compensation to be paid by the organiser, except for personal injury or damage caused intentionally or with negligence, as long as that limitation does not amount to less than three times the total price of the package

6. Any right to compensation or price reduction under this Chapter shall not affect the rights of travellers under Regulation (EC) No 261/2004, Regulation (EC) No 1371/2007, Regulation (EC) No 392/2009, Regulation (EU) No 1177/2010 and Regulation (EU) No 181/2011 of the European Parliament and of the Council, and under international conventions, without prejudice to the fact that compensation or price reduction granted under this Chapter and the compensation or price reduction granted under those Regulations and international conventions shall be deducted from each other.

7. The right to a price reduction or to compensation for damages laid down in this article shall expire in two years, with effect from the date of the traveller's return to the place of departure, without prejudice to that laid down in subparagraph 8.

8. The right to compensation for injury shall expire in three years, with effect from the date of the traveller's return to the place of departure or in a longer period laid down for compensation for injury by the provisions governing the services included in the package.

Article 44 (*Possibility to contact the organiser via the retailer*). – 1. The traveller may address messages, requests or complaints in relation to the performance of the package directly to the retailer through which it was purchased; the retailer shall promptly forward those messages, requests or complaints to the organiser.

2. For the purpose of compliance with time-limits or limitation periods, receipt of the messages, requests or complaints referred to in subparagraph 1 by the retailer shall be considered as receipt by the organiser.

Article 45 (*Obligation to provide assistance*). – 1. The organiser gives appropriate assistance without undue delay to the traveller in difficulty, including in the circumstances referred to in Article 42(7), in particular by providing appropriate information on health services, local authorities and consular assistance and assisting the traveller to make distance communications and helping the traveller to find alternative travel arrangements.

2. The organiser shall be able to charge a reasonable fee for such assistance if the difficulty is caused intentionally by the traveller or through the traveller's negligence, within the limits of the actual costs incurred.

Article 46 (*Compensation for damages for a ruined holiday*). – 1. Where a failure to provide services which are the subject of the package is not insignificant in accordance with Article 1455 of the Italian Civil Code, the traveller may request that the organiser or the retailer, according to the liability arising from the infringement of the respective obligations entered into with the respective contracts, in addition to and independently of the termination of the contract, pay compensation for damages related to holiday time unnecessarily spent and to the unrepeatability of the missed opportunity.

2. The right to compensation shall expire in three years, or in a longer period laid down for compensation for injury by the provisions governing the services included in the package, with effect from the date of the traveller's return to the place of departure.

Section V

Insolvency bankruptcy protection

Article 47 (*Effectiveness and scope of insolvency bankruptcy protection*). – 1. Organisers and retailers established in their national territory are covered by a civil liability insurance contract in favour of travellers for compensation for damages caused by a breach of the respective obligations undertaken by way of the respective contracts.

2. Contracts arranging travel packages are guaranteed by insurance policies or bank guarantees which, for travel abroad and travel within a single country, including travel in Italy, in cases where the organiser or retailer becomes insolvent or bankrupt, guarantee, without delay at the traveller's request, a refund of the price paid to purchase the package and the immediate return of the traveller where the package includes carriage of the traveller, and also, where necessary, payment of food and accommodation prior to the traveller's return.

3. Organisers and intermediaries may form consortia or other forms of association that are able to provide, collectively, including by setting up an appropriate fund, cover for the risks referred to in subparagraph 2. The purposes of this subparagraph are also pursued by the direct involvement in the consortia and other forms of association of companies and associations in the insurance sector, including providing forms of reinsurance.

4. The guarantee referred to in subparagraph 2 shall be effective, appropriate to the business volume and shall cover reasonably foreseeable costs, the amounts of payments made by or on behalf of travellers in respect of packages, taking into account the length of the period between down payments and final payments and the completion of the packages, as well as the estimated cost for repatriations in the event of the organiser's or the retailer's insolvency or bankruptcy.

5. An organiser's or retailer's insolvency or bankruptcy protection shall benefit travellers regardless of their place of residence, the place of departure or where the package is sold and irrespective of the Member State where the entity in charge of the insolvency or bankruptcy protection is located.

6. In the cases provided for in subparagraph 2, as an alternative to reimbursement of the price or immediate return, travellers may be offered the continuation of the package in the manner as set out in Articles 40 and 42.

7. The obligation referred to in subparagraph 1 does not apply to organisers and retailers of a Member State of the European Union established on national territory where the conditions referred to in Article 33 of Legislative Decree No 59 of 26 March 2010 apply.

8. Organisers and retailers not established in a Member State which sell or offer for sale packages in Italy or in another Member State, or which by any means direct such activities to Italy or another Member State, shall be obliged to provide a security equivalent to that provided for under subparagraph 2.

9. In any case, the Ministry for of Foreign Affairs and International Cooperation may ask those concerned to reimburse, in full or in part, the costs incurred for the rescue and repatriation of people who, while abroad, have been deliberately exposed, without legitimate reasons associated with the performance of professional activities, to risks of which they would have been able to discover with reasonable diligence.

10. This is without prejudice to the right to take out other insurance policies to assist travellers.

Article 48 (*Mutual recognition of insolvency protection and administrative cooperation*). –

1. Any insolvency or bankruptcy protection an organiser or a retailer provides in respect of the corresponding measures envisaged by the Member State of his establishment shall be recognised as meeting the requirements of Article 47.

2. This central contact point to facilitate the administrative cooperation and supervision of organisers and retailers operating in different Member States is designated the Ministry of Cultural Heritage and Activities and of Tourism – Directorate-General for Tourism, whose contact details shall be notified to all other Member States and the Commission.

3. The central contact point shall make available to its counterparts all necessary information on their national insolvency or bankruptcy protection requirements and those responsible for providing this protection for specific organisers or retailers established in their territory, granting each other access to any available inventory listing organisers and retailers which are in compliance with their insolvency or bankruptcy protection obligations, also granting the public online access to said inventories.

4. If a Member State has doubts about an organiser's insolvency protection, it shall seek clarification from the contact point referred to under subparagraph 2. The contact point shall

respond to requests from other Member States as quickly as possible taking into account the urgency and complexity of the matter, and in any event a first response shall be issued at the latest within fifteen working days from receiving the request.

Section VI

Linked travel arrangements

Article 49 (*Insolvency and bankruptcy protection and information requirements for linked travel arrangements*). 1. Traders facilitating linked travel arrangements shall be subject, for the refund of all payments they receive from travellers, to the provisions of Articles 47 and 48 insofar as a travel service which is part of a linked travel arrangement is not performed as a consequence of their insolvency or bankruptcy.

2. Before the traveller is bound by any contract leading to the creation of a linked travel arrangement or any corresponding offer, the trader facilitating linked travel arrangements, including where the trader is not established in a Member State but, by any means, directs such activities to a Member State, shall state in a clear, comprehensible and prominent manner that the traveller:

a) will not benefit from any of the rights applying exclusively to packages under this Directive and that each service provider will be solely responsible for the proper contractual performance of his service;

b) will benefit from insolvency and bankruptcy protection in accordance with subparagraph 1.

3. The trader shall provide the traveller with that information by means of the relevant standard form set out in Annex B to this Code, or, where the particular type of linked travel arrangement is not covered by any of the forms set out in that Annex, provide the information contained therein.

4. Where the trader facilitating linked travel arrangements has not complied with the requirements set out in subparagraphs 1 and 2, the rights and obligations laid down in Articles 38 and 41 and in Section IV shall apply in relation to the travel services included in the linked travel arrangement.

5. Where a linked travel arrangement is the result of the conclusion of a contract between a traveller and a trader who does not facilitate the linked travel arrangement, that trader shall

inform the trader facilitating the linked travel arrangement of the conclusion of the relevant contract.

Section VII

Liability of the retailer

Article 50 (*Liability of the retailer*). – 1. The retailer is liable for the performance of the mandate entrusted to it by the traveller by way of the intermediation travel contract, irrespective of the fact that the service is rendered by the retailer itself, by its agents or servants where they act in the performance of their duties or by third parties whose work it makes use of, compliance with the obligations assumed having to be assessed with regard to the due care required to perform the equivalent professional activity.

Article 51 (*Liability for booking errors*). – 1. A trader is liable for any errors due to technical defects in the booking system which are attributable to him and, where the trader has agreed to arrange the booking of a package or of travel services which are part of linked travel arrangements, for the errors made during the booking process.

2. A trader shall not be liable for booking errors which are attributable to the traveller or which are caused by unavoidable and extraordinary circumstances.

Article 51-bis (*Retailer's obligation to specify their capacity*). – 1. The retailer is considered to be an organiser if, in relation to a package travel contract, it fails to provide the traveller, in accordance with Article 34, with the relevant standard form referred to in Annex A, part II or part III to this code, and the information relating to the organiser's trading name, geographical address, telephone number and email address, or if it fails to inform the traveller that it is acting in the capacity of retailer.

Article 51-ter (*Specific obligations of the retailer where the organiser is established outside the European Economic Area*). – 1. Where the organiser is established outside the European Economic Area, the retailer established in a Member State shall be subject to the obligations laid down for organisers in Sections IV and V, unless the retailer provides evidence that the organiser complies with those Sections.

Article 51-quarter (*Prescription of the right to compensation for damages*). – 1. Notwithstanding that laid down by Article 46 and for the purposes of Articles 51-bis and

51-ter, the traveller's right to compensation for damages laid down in this Section shall expire in two years with effect from the date of the traveller's return to the place of departure.

Section VIII

General provisions

Article 51-quinquies (*Right of redress and right of subrogation*). – 1. An organiser or retailer that has agreed to a compensation or a reduction in price paid compensation for damages or other obligations under the provisions of this Chapter, has the right to seek redress from any individuals who contributed to the circumstances or the event triggering compensation, price reduction, compensation for damages or the other obligations in question, as well as the individuals required to provide support services and accommodation under other provisions, where the traveller cannot return to the place of departure.

2. Where an organiser or retailer has compensated the traveller, the organiser or retailer is subrogated, within the limits of compensation paid, to all the rights and actions of the latter towards the liable third parties; the traveller shall provide the organiser or the retailer with all the documents, information and elements in his possession that are relevant for the exercise of the right of subrogation.

Article 51-sexies (*Non-derogation of the regulations governing traveller's rights*). –

1. A declaration by an organiser of a package or a trader facilitating a linked travel arrangement that he is acting exclusively as a travel service provider, as an intermediary or in any other capacity, or that a package or a linked travel arrangement does not constitute a package or a linked travel arrangement, shall not absolve that organiser or trader from the obligations imposed on them under this Chapter.

2. Travellers may not waive the rights conferred on them by the provisions laid down in this Chapter.

3. Unless otherwise specified by specific provisions of law, any contractual arrangement or any statement by the traveller which directly or indirectly waives or restricts the rights conferred on travellers pursuant to this Chapter or aims to circumvent the application of this Chapter shall not be binding on the traveller.

Section IX

Administrative and judicial protection

Article 51-*septies* (*Administrative penalties*). – 1. Unless the act constitutes an offence or is a case of administrative infringement sanctioned by the law of the regions and the autonomous provinces of Trento and Bolzano, or improper commercial practice sanctioned by Legislative Decree No 206 of 6 September 2005, a trader, organiser or retailer that infringes:

a) the provisions of Articles 34, 35(2), 36, 38(3), 39(4), 40(4), third sentence of 41(7) and 49(2) and (3) of this Chapter is fined, for any single infringement, by way of a financial administrative penalty of between EUR 1 000 and EUR 5 000;

b) the provisions of Articles 37(2), 42(7) and (8) and 45(1) of this Chapter is fined, for any single infringement, by way of a financial administrative penalty of between EUR 2 000 and EUR 10 000;

c) the provisions of Article 47(1) to (5) and (7) and (8) of this Chapter is fined, for any single infringement, by way of a financial administrative penalty of between EUR 4 000 and EUR 20 000;

2. Notwithstanding the provisions of subparagraph 1, a trader, organiser or retailer that fails to provide the information to the traveller, or prevents the exercise of the right of redress or of termination or provides incomplete or incorrect information or information that does not comply with the right to redress laid down in Articles 40, 41 and on the right of termination laid down in Article 42 of this Chapter, or fails to refund to the consumer the sums that may have been paid by the latter is fined by way of a financial administrative penalty of between EUR 1 000 and EUR 5 000.

3. In the event of a repeat infringement, the financial administrative penalties laid down in subparagraphs 1 and 2 are increased by a third, where the repeat infringement takes place when the same infringement had been made twice in one year, even if payment of the penalty had been made by way of a fine.

4. In the event of a further repeat infringement, the financial administrative penalties laid down in subparagraphs 1 and 2 are doubled.

5. In the event of an infringement of the insurance obligations laid down in Articles 47 and 48, the trader, organiser or retailer is subject to the accessory administrative penalty of a suspension of the performance of activities of between fifteen days and three months and, in the event of a repeat infringement, the competent authority shall order the cessation of the activity.

6. For the financial administrative penalties resulting from infringements of this Decree, the provisions contained in Chapter I, Section I, and in Articles 26, 27, 28 and 29 of Law NO 689 of 24 November 1981, and subsequent amendments, are observed, where applicable.

7. Notwithstanding the provisions of Article 51-*novies*, payment of the financial administrative penalties referred to in this article is made within thirty days of notification of the measure.

8. The following amendments are made to Article 148 of Law No 388 of 23 December 2000:

a) the following words: ‘, notwithstanding the provisions laid down in the second sentence of subparagraph 2’ are added to the end of subparagraph 1;

b) the following sentence: ‘Revenue from administrative penalties in accordance with Article 51-*septies*, Section IX, Chapter I, Title VI of Annex 1 to Legislative Decree No 79 of 23 May 2011 is intended for initiatives to benefit travellers. This revenue flows into the appropriate income heading/item in the newly established government budget and can be reassigned by way of a decree of the Ministry of Economic and Financial Affairs to a suitable fund registered in the statement of estimates of the Ministry of Cultural Heritage and Activities and of Tourism to be transferred to initiatives referred to in the first sentence, identified from time to time by a decree of the Ministry of Cultural Heritage and Activities and of Tourism, having been heard by the parliamentary committees.’ is added to subparagraph 2.

Article 51-*octies* (*Application of the administrative penalties*). - 1. Notwithstanding the provisions of Articles 51-*septies*(1) and 51-*novies*, the Italian Antitrust Authorities, of their own motion or at the initiative of any interested subject or organisation, shall establish any infringements of the provisions of Article 51-*septies*, prevent the continuation thereof and eliminate the effects thereof, also resorting, for this purpose, to the instruments provided for, including sanctions, by Legislative Decree No 206 of 6 September 2005.

Article 51-*novies* (*Administrative penalties provided for by laws of the regions and autonomous provinces of Trento and Bolzano*). – 1. The regions and the autonomous provinces of Trento and Bolzano provide for administrative penalties that are effective, proportionate and dissuasive for infringements of the provisions laid down in this Chapter that fall within the scope of jurisdiction reserved to them in accordance with Articles 117 and 118 of the Constitution.’

Article 2

Amendments to Legislative Decree No 206 of 6 September 2005

1. In Article 47(1) of Legislative Decree No 206 of 6 September 2005, point g) is replaced by the following:

‘g) that fall within the scope of application of the regulations concerning organised tourism contracts, as referred to in Chapter I of Title VI of Annex 1 to Legislative Decree No 79 of 23 May 2011;’

2. Articles 49(7), 51(2) and (6), 62, 64 and 65 of Legislative Decree No 206 of 6 September 2005 apply to the packages as set out in Article 33(1)c), and to travellers as set out in Article 33(1)(g) of Annex 1 to Legislative Decree No 79 of 23 May 2011, without prejudice to the provisions of Article 47(1)g) of the same decree, as amended as set out in subparagraph 1.

Article 3

Final provisions

1. The provisions as set out in this decree shall enter into force on 1 July 2018 and shall apply to contracts concluding with effect from that date.

2. Annexes A and B to this decree, which do not form an integral part thereof, shall be added to the code of State legislation on the legal system and tourism market, as set out in Annex 1 to Legislative Decree No 79 of 23 May 2011.

Article 4

Financial neutrality clause

1. The implementation of the provisions of this decree must not entail any new or incremental charges for the public finance. The authorities concerned shall ensure that the available human, instrumental and financial resources comply with current legislation.

The present decree, bearing the seal of the State, shall be entered in the Official Register of Regulatory Acts of the Italian Republic. Anyone affected by it is obliged to comply with it and ensure that it is complied with.

Done in Rome on 21 May 2018

MATTARELLA

GENTILONI SILVERI, *President of the
Council of Ministers*

FRANCESCHINI, *Minister for Cultural
Heritage and Activities and of Tourism*

ALFANO, *Minister for Foreign Affairs
and International Cooperation*

ORLANDO, *Minister of Justice*

CALENDA, *Minister of Economic
Development,*

PADOAN, *Minister for the Economy and
Finance*

Approved, *the keeper of the seals:* ORLANDO

Part I

Standard information form for package travel contracts where the use of hyperlinks is possible

The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302. Therefore, you will benefit from all EU rights applying to packages. Company XY/companies XY will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, company XY/companies XY has/have 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/they become insolvent. More information on key rights under Directive (EU) 2015/2302 (to be provided in the form of a hyperlink).

Following the hyperlink the traveller will receive the following information:

Directive (EU) 2015/2302 as transposed into national law (hyperlink)

Part II

Standard information form for package travel contracts in situations other than those covered by Part I

The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302. Therefore, you will benefit from all EU rights applying to packages. Company XY/companies XY will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, company XY/companies XY has/have 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/they become insolvent.

Key rights under Directive (EU) 2015/2302

1. Travellers will receive all essential information about the package before concluding the package travel contract.
2. There is always at least one trader who is liable for the proper performance of all the travel

services included in the contract.

3. 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.

4. Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.

5. 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.

6. 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.

7. 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.

8. 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, 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.

9. Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.

10. 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. XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company). Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if services are denied because of XY's insolvency.

(Website where Directive (EU) 2015/2302 as transposed into national law can be found.)

Part III

Standard information form where the organiser transmits data to another trader in accordance with point 2.4) of point *b*) of Article 33(1)

If you conclude a contract with company AB not later than 24 hours after receiving the confirmation of the booking from company XY the travel service provided by XY and AB will constitute a package within the meaning of Directive (EU) 2015/2302. Therefore, you will benefit from all EU rights applying to packages. Company XY will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, company XY 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. More information on key rights under Directive (EU) 2015/2302 (to be provided in the form of a hyperlink).

Following the hyperlink the traveller will receive the following information:

Key rights under Directive (EU) 2015/2302

1. Travellers will receive all essential information about the travel services before concluding the package travel contract.
2. There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
3. 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.
4. Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.

5. 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.

6. 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.

7. 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.

8. 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, 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.

9. Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.

10. 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. XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company). Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if services are denied because of XY's insolvency.

Directive (EU) 2015/2302 as transposed into national law ([hyperlink](#))

Part I

Standard information form where the trader facilitating an online linked travel arrangement within the meaning of point 1) of point *f*) of Article 33(1) is a carrier selling a return ticket

If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our company/XY, you will NOT benefit from rights applying to packages under Directive (EU) 2015/2302. Therefore, our company/XY will not be responsible for the proper performance of those additional travel services. In case of problems please contact the relevant service provider. However, if you book any additional travel services during the same visit to our company's/XY's booking website, the travel services will become part of a linked travel arrangement. In that case XY has, as required by EU law, protection in place to refund your payments to XY for services not performed because of XY'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. More information on insolvency protection (to be provided in the form of a hyperlink)

Following the hyperlink the traveller will receive the following information:

XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company). Travellers may contact this entity, or where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if the services are denied because of XY's insolvency. Note: This insolvency protection does not cover contracts with parties other than XY, which can be performed despite XY's insolvency. Directive (EU) 2015/2302 as transposed into the national law (hyperlink)

Part II

Standard information form where the trader facilitating an online linked travel arrangement within the meaning of point 1) of point *f*) of Article 33(1) is a trader other than a carrier selling a return ticket

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

Therefore, our company/XY will not be responsible for the proper performance of the individual travel services. In case of problems please contact the relevant service provider.

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

More information on insolvency protection (to be provided in the form of a hyperlink)

Following the hyperlink the traveller will receive the following information:

XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company).

Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if the services are denied because of XY's insolvency.

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

Directive (EU) 2015/2302 as transposed into the national law (hyperlink)

Part III

Standard information form in the case of linked travel arrangements within the meaning of point 1) of point *f*) of Article 33(1) where the contracts are concluded in the simultaneous physical presence of the trader (other than a carrier selling a return ticket) and the traveller

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

Therefore, our company/XY will not be responsible for the proper performance of the individual travel services. In case of problems please contact the relevant service provider.

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

XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company).

Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if the services are denied because of XY's insolvency.

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

(Website where Directive (EU) 2015/2302 as transposed into national law can be found.)

Part IV

Standard information form where the trader facilitating an online linked travel arrangement within the meaning of point 2) of point *f*) of Article 33(1) is a carrier selling a return ticket

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

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

However, if you book additional travel services via this link/these links not later than 24 hours after receiving the confirmation of the booking from our company/XY, those travel services will become part of a linked travel arrangement. In that case XY has, as required by EU law, protection in place to refund your payments to XY for services not performed because of XY'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.

More information on insolvency protection (to be provided in the form of a hyperlink)

Following the hyperlink the traveller will receive the following information:

XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company).

Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if the services are denied because of XY's insolvency.

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

Directive (EU) 2015/2302 as transposed into the national law ([hyperlink](#))

Part V

Standard information form where the trader facilitating an online linked travel arrangement within the meaning of point 2) of point *f*) of Article 33(1) is a trader other than a carrier selling a return ticket

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

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

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

More information on insolvency protection (to be provided in the form of a [hyperlink](#))

Following the [hyperlink](#) the traveller will receive the following information:

XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company).

Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if the services are denied because of XY's insolvency.

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

Directive (EU) 2015/2302 as transposed into the national law ([hyperlink](#))

NOTES

PLEASE NOTE

The text of the notes published herein was drawn up by the relevant authority, within the meaning of Article 10(2) and (3) of the Consolidated provisions on the promulgation of laws, the issuing of decrees by the President of the Republic and official publications of the Italian Republic, approved by Decree No 1092 of the President of the Republic of 28 December 1985, for the sole purpose of facilitating the reading of legislative provisions which have been amended or to which reference has been made. The legislation transcribed herein is not affected in terms of validity or effectiveness.

The details regarding publication in the Official Journal of the European Union (OJEU) has been provided for EU directives.

Notes to the recitals:

- According to Article 76 of the Constitution, exercise of the legislative function may not be delegated to the government if the principles and guiding criteria have not been established, and then only for a limited time and for specified ends.
- According to Article 87 of the Constitution, the President of the Republic has the power to, inter alia, promulgate laws and issue decrees having the force of law and regulations.
- Law No 234 of 24 December 2012 (General provisions relating to Italy's involvement in education and implementation of legislation and policies of the European Union) was published in *Official Journal* No 3 of 4 January 2013.
- Law No 163 of 25 October 2017 (on the delegation to the Government for transposition of European directives and the implementation of other EU acts – 2016 – 2017 European Delegation Law) was published in *Official Journal* No 259 of 6 November 2017/
- 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 was published in OJEU No L 326 of 11 December 2015.

- 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 was published in OJEU No L 46 of 17 February 2004.

- 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 was published in OJEU No L 204 of 26 July 2006.

- Regulation (EC) No 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations was published in OJEU No L 315 of 3 December 2007.

- 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 (Text with EEA relevance) was published in OJEU No L 131 of 28 May 2009.

- 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 (Text with EEA relevance) was published in OJEU No L 334 of 17 December 2010.

- 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 (Text with EEA relevance) was published in OJEU No L 55 of 28 February 2011.

- 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 (Regulation on consumer ODR) was published in OJEU No L 165 of 18 June 2013.

- The text of Article 14 of Law No 400 of 23 August 1988 (Rules concerning Government activities and legislation by the Prime Minister's Office) published in *Official Journal* No 214 of 12 September 1988, S.O., states the following:

‘Article 14 (*Legislative Decrees*). – 1. The legislative decrees adopted by the Government in accordance with Article 76 of the Constitution are issued by the President of the Republic under the name of “legislative decree” and stating, in the preamble, the delegation law, the resolution of the Council of Ministers and the other procedural requirements set out by the delegation law.

2. The legislative decree shall be enacted within the term prescribed by the delegation law; the text of the legislative decree adopted by the Government shall be sent to the President of the Republic at least twenty days before the end of that period in order to be enacted.

3. Where the legislative decree relates to a plurality of distinct subjects that are subject to separate regulation, the Government may apply said decree by way of several subsequent acts for one or more of the aforesaid subjects. With regard to the final deadline laid down by the delegation law, the Government shall inform the Chambers of the approach in organising the exercise of these powers.

4. In any case, where the deadline set for the exercise of powers exceeds two years, the Government shall seek the opinion of the Chambers on the draft legislative decrees. The opinion is expressed by the standing subcommittees of the two competent Chambers within sixty days, specifically stating any provisions that are deemed not to comply with the directives of the delegation law. Having examined the opinion, the Government shall return the texts to the Chambers, within thirty days, along with its observations and any amendments, for the final opinion, which must be expressed within thirty days.’

- Law No 287 of 10 October 1990 (Rules for the protection of competition and the market) was published in *Official Journal* No 240 of 13 October 1990.

- Law No 241 of 7 August 1990 (Rules on administrative procedures and on the right to access to administrative documents) was published in *Official Journal* No 192 of 18 August 1990.

- Legislative Decree No 206 of 6 September 2005 (Consumer code, pursuant to Article 7 of Law No 229 of 29 July 2003) was published in *Official Journal* No 235 of 8 October 2005, S.O.

- Legislative Decree No 209 of 7 September 2005 (Code for private insurance companies) was published in *Official Journal* No 239 of 13 October 2005, S.O.

- Legislative Decree No 59 of 26 March 2010 (Implementing Directive 2006/123/EC on services in the internal market) was published in *Official Journal* No 94 of 23 April 2010, S.O.

- Annex I to Legislative Decree No 79 of 23 May 2011 (National law code on the subject of the legal system and tourism market, pursuant to Article 14 of Law No 246 of 28 November 2005, and implementing directive 2008/122/EC on the protection of consumers in respect of certain aspects of timeshare, long-term holiday product, resale and exchange contracts published in *Official Journal* No 129 of 6 June 2011, S.O., is entitled:

‘NATIONAL LAW CODE ON THE SUBJECT OF THE LEGAL SYSTEM AND TOURISM MARKET’.

CORRELATION TABLE

DIRECTIVE 2015/2302/EU

DIRECTIVE 2015/2302/EU	CHAPTER I TITLE VI OF THE TOURISM CODE (Article 1 framework of the Legislative Decree)
Article 1	-
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Article 3	Article 33
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Article 29	-
Article 30	-
Article 31	-
Annex I	Annex A
Annex II	Annex B