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I

(Legislative acts)

DIRECTIVES

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 EUROPEAN PARLIAMENT AND THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty on the Functioning of the European Union, and in particular Article 114 thereof,

Having regard to the proposal from the European Commission,

After transmission of the draft legislative act to the national parliaments,

Having regard to the opinion of the European Economic and Social Committee ⁽¹⁾,

After consulting the Committee of the Regions,

Acting in accordance with the ordinary legislative procedure ⁽²⁾,

Whereas:

- (1) Council Directive 90/314/EEC ⁽³⁾ lays down a number of important consumer rights in relation to package travel, in particular with regard to information requirements, the liability of traders in relation to the performance of a package, and protection against the insolvency of an organiser or a retailer. However, it is necessary to adapt the legislative framework to market developments, in order to make it more suitable for the internal market, to remove ambiguities and to close legislative gaps.
- (2) Tourism plays an important role in the economy of the Union, and package travel, package holidays and package tours ('packages') represent a significant proportion of the travel market. That market has undergone considerable changes since the adoption of Directive 90/314/EEC. In addition to traditional distribution chains, the internet has become an increasingly important medium through which travel services are offered or sold. Travel services are not only combined in the form of traditional pre-arranged packages, but are often combined in a customised way. Many of those combinations of travel services are either in a legal 'grey zone' or are clearly not covered by Directive 90/314/EEC. This Directive aims to adapt the scope of protection to take account of those developments, to enhance transparency, and to increase legal certainty for travellers and traders.

⁽¹⁾ OJ C 170, 5.6.2014, p. 73.

⁽²⁾ Position of the European Parliament of 12 March 2014 (not yet published in the Official Journal) and position of the Council at first reading of 18 September 2015 (OJ C 360, 30.10.2015, p. 1). Position of the European Parliament of 27 October 2015 (not yet published in the Official Journal).

⁽³⁾ Council Directive 90/314/EEC of 13 June 1990 on package travel, package holidays and package tours (OJ L 158, 23.6.1990, p. 59).

- (3) Article 169(1) and point (a) of Article 169(2) of the Treaty on the Functioning of the European Union (TFEU) provide that the Union is to contribute to the attainment of a high level of consumer protection through measures adopted pursuant to Article 114 TFEU.
- (4) Directive 90/314/EEC gives broad discretion to the Member States as regards transposition. Therefore, significant divergences between the laws of the Member States remain. Legal fragmentation leads to higher costs for businesses and obstacles for those wishing to operate cross-border, thus limiting consumers' choice.
- (5) In accordance with Article 26(2) and Article 49 TFEU, the internal market is to comprise an area without internal frontiers in which the free movement of goods and services and the freedom of establishment are ensured. The harmonisation of the rights and obligations arising from contracts relating to package travel and to linked travel arrangements is necessary for the creation of a real consumer internal market in that area, striking the right balance between a high level of consumer protection and the competitiveness of businesses.
- (6) The cross-border potential of the package travel market in the Union is currently not fully exploited. Disparities in the rules protecting travellers in different Member States act as a disincentive for travellers in one Member State from buying packages and linked travel arrangements in another Member State and, likewise, a disincentive for organisers and retailers in one Member State from selling such services in another Member State. In order to enable travellers and traders to benefit fully from the internal market, while ensuring a high level of consumer protection across the Union, it is necessary to further approximate the laws of the Member States relating to packages and linked travel arrangements.
- (7) The majority of travellers buying packages or linked travel arrangements are consumers within the meaning of Union consumer law. At the same time, it is not always easy to distinguish between consumers and representatives of small businesses or professionals who book trips related to their business or profession through the same booking channels as consumers. Such travellers often require a similar level of protection. In contrast, there are companies or organisations that make travel arrangements on the basis of a general agreement, often concluded for numerous travel arrangements for a specified period, for instance with a travel agency. The latter type of travel arrangements does not require the level of protection designed for consumers. Therefore, this Directive should apply to business travellers, including members of liberal professions, or self-employed or other natural persons, where they do not make travel arrangements on the basis of a general agreement. In order to avoid confusion with the definition of the term 'consumer' used in other Union legislation, persons protected under this Directive should be referred to as 'travellers'.
- (8) Since travel services may be combined in many different ways, it is appropriate to consider as packages all combinations of travel services that display features which travellers typically associate with packages, in particular where separate travel services are combined into a single travel product for which the organiser assumes responsibility for proper performance. In accordance with the case-law of the Court of Justice of the European Union ⁽¹⁾, it should make no difference whether travel services are combined before any contact with the traveller or at the request of or in accordance with the selection made by the traveller. The same principles should apply irrespective of whether the booking is made through a high street trader or online.
- (9) For the sake of transparency, packages should be distinguished from linked travel arrangements, where online or high street traders facilitate the procurement of travel services by travellers leading the traveller to conclude contracts with different travel services providers, including through linked booking processes, which do not contain the features of a package and in relation to which it would not be appropriate to apply all of the obligations applicable to packages.
- (10) In the light of market developments, it is appropriate to further define packages on the basis of alternative objective criteria which predominantly relate to the way in which the travel services are presented or purchased and where travellers may reasonably expect to be protected by this Directive. That is the case, for instance, where different types of travel services are purchased for the purpose of the same trip or holiday from a single point of sale and those services have been selected before the traveller agrees to pay, that is to say within the same booking process, or where such services are offered, sold or charged at an inclusive or total price, as well as where such services are advertised or sold under the term 'package' or under a similar term indicating a close connection between the travel services concerned. Such similar terms could be, for instance, 'combined deal', 'all-inclusive' or 'all-in arrangement'.

⁽¹⁾ See Judgment of the Court of Justice of 30 April 2002, *Club Tour, Viagens e Turismo SA v Alberto Carlos Lobo Gonçalves Garrido and Club Med Viagens Lda*, C-400/00, ECLI:EU:C:2002:272.

- (11) It should be clarified that travel services combined after the conclusion of a contract by which a trader entitles a traveller to choose among a selection of different types of travel services, such as in the case of a package travel gift box, constitute a package. Moreover, a combination of travel services should be considered to be a package where the traveller's name, payment details and e-mail address are transmitted between the traders and where another contract is concluded at the latest 24 hours after the booking of the first travel service is confirmed.
- (12) At the same time, linked travel arrangements should be distinguished from travel services which travellers book independently, often at different times, even for the purpose of the same trip or holiday. Online linked travel arrangements should also be distinguished from linked websites which do not have the objective of concluding a contract with the traveller and from links through which travellers are simply informed about further travel services in a general way, for instance where a hotel or an organiser of an event includes on its website a list of all operators offering transport services to its location independently of any booking or if 'cookies' or meta data are used to place advertisements on websites.
- (13) Specific rules should be laid down for both high street and online traders which assist travellers, on the occasion of a single visit or contact with their point of sale, in concluding separate contracts with individual service providers and for online traders which, for instance, through linked online booking processes, facilitate in a targeted manner the procurement of at least one additional travel service from another trader, where a contract is concluded at the latest 24 hours after the confirmation of the booking of the first travel service. Such facilitation will often be based on a commercial link involving remuneration between the trader who facilitates the procurement of additional travel services and the other trader, regardless of the calculation method of such remuneration which might, for instance, be based on the number of clicks or on the turnover. Those rules would apply, for example, where, along with the confirmation of the booking of a first travel service such as a flight or a train journey, a traveller receives an invitation to book an additional travel service available at the chosen travel destination, for instance, hotel accommodation, with a link to the booking website of another service provider or intermediary. While those arrangements should not constitute packages within the meaning of this Directive, under which one organiser is liable for the proper performance of all travel services, such linked travel arrangements constitute an alternative business model that often competes closely with packages.
- (14) In order to ensure fair competition and to protect travellers, the obligation to provide sufficient evidence of security for the refund of payments and the repatriation of travellers in the event of insolvency should also apply to linked travel arrangements.
- (15) The purchase of a travel service on a stand-alone basis as a single travel service should constitute neither a package nor a linked travel arrangement.
- (16) In order to increase clarity for travellers and enable them to make informed choices as to the different types of travel arrangements on offer, traders should be required to state clearly and prominently whether they are offering a package or a linked travel arrangement, and provide information on the corresponding level of protection, before the traveller agrees to pay. A trader's declaration as to the legal nature of the travel product being marketed should correspond to the true legal nature of the product concerned. The relevant enforcement authorities should intervene where traders do not provide accurate information to travellers.
- (17) Only the combination of different types of travel services, such as accommodation, carriage of passengers by bus, rail, water or air, as well as rental of motor vehicles or certain motorcycles, should be considered for the purposes of identifying a package or a linked travel arrangement. Accommodation for residential purposes, including for long-term language courses, should not be considered as accommodation within the meaning of this Directive. Financial services such as travel insurances should not be considered as travel services. In addition, services which are intrinsically part of another travel service should not be considered as travel services in their own right. This includes, for instance, transport of luggage provided as part of carriage of passengers, minor transport services such as carriage of passengers as part of a guided tour or transfers between a hotel and an airport or a railway station, meals, drinks and cleaning provided as part of accommodation, or access to on-site facilities such as a swimming pool, sauna, spa or gym included for hotel guests. This also means that in cases where, unlike in the case of a cruise, overnight accommodation is provided as part of passenger transport by road, rail, water or air, accommodation should not be considered as a travel service in its own right if the main component is clearly transport.

- (18) Other tourist services which are not intrinsically part of carriage of passengers, accommodation or the rental of motor vehicles or certain motorcycles, may be, for instance, admission to concerts, sport events, excursions or event parks, guided tours, ski passes and rental of sports equipment such as skiing equipment, or spa treatments. However, if such services are combined with only one other type of travel service, for instance accommodation, this should lead to the creation of a package or linked travel arrangement only if they account for a significant proportion of the value of the package or linked travel arrangement, or are advertised as or otherwise represent an essential feature of the trip or holiday. If other tourist services account for 25 % or more of the value of the combination, those services should be considered as representing a significant proportion of the value of the package or linked travel arrangement. It should be clarified that where other tourist services are added, for instance, to hotel accommodation, booked as a stand-alone service, after the traveller's arrival at the hotel, this should not constitute a package. This should not lead to circumvention of this Directive, with organisers or retailers offering the traveller the selection of additional tourist services in advance and then offering conclusion of the contract for those services only after the performance of the first travel service has started.
- (19) Since there is less need to protect travellers in cases of short-term trips, and in order to avoid an unnecessary burden for traders, trips lasting less than 24 hours which do not include accommodation, as well as packages or linked travel arrangements offered or facilitated occasionally and on a not-for-profit basis and only to a limited group of travellers, should be excluded from the scope of this Directive. The latter may for example include trips organised not more than a few times a year by charities, sports clubs or schools for their members, without being offered to the general public. Adequate information on that exclusion should be made publicly available in order to ensure that traders and travellers are properly informed that those packages or linked travel arrangements are not covered by this Directive.
- (20) This Directive should be without prejudice to national contract law for those aspects that are not regulated by it.
- (21) Member States should remain competent, in accordance with Union law, to apply the provisions of this Directive to areas not falling within its scope. Member States may therefore maintain or introduce national legislation corresponding to the provisions of this Directive, or certain of its provisions, in relation to contracts that fall outside the scope of this Directive. For instance, Member States may maintain or introduce corresponding provisions for certain stand-alone contracts regarding single travel services (such as the rental of holiday homes) or for packages and linked travel arrangements that are offered or facilitated, on a not-for-profit basis to a limited group of travellers and only occasionally, or to packages and linked travel arrangements covering a period of less than 24 hours and which do not include accommodation.
- (22) The main characteristic of a package is that there is one trader responsible as an organiser for the proper performance of the package as a whole. Only in cases where another trader is acting as the organiser of a package should a trader, typically a high street or online travel agent, be able to act as a mere retailer or intermediary and not be liable as an organiser. Whether a trader is acting as an organiser for a given package should depend on that trader's involvement in the creation of the package, and not on how the trader describes his business. When considering whether a trader is an organiser or retailer, it should make no difference whether that trader is acting on the supply side or presents himself as an agent acting for the traveller.
- (23) Directive 90/314/EEC has given discretion to the Member States to determine whether retailers, organisers or both retailers and organisers are liable for the proper performance of a package. That flexibility has led to ambiguity in some Member States as to which trader is liable for the performance of the relevant travel services. Therefore, it should be clarified in this Directive that organisers are responsible for the performance of the travel services included in the package travel contract, unless national law provides that both the organiser and the retailer are liable.
- (24) In relation to packages, retailers should be responsible together with the organiser for the provision of pre-contractual information. In order to facilitate communication, in particular in cross-border cases, travellers should be able to contact the organiser also via the retailer through which they purchased the package.
- (25) The traveller should receive all necessary information before purchasing a package, whether it is sold through means of distance communication, over the counter or through other types of distribution. In providing that information, the trader should take into account the specific needs of travellers who are particularly vulnerable because of their age or physical infirmity, which the trader could reasonably foresee.

- (26) Key information, for example on the main characteristics of the travel services or the prices, provided in advertisements, on the organiser's website or in brochures as part of the pre-contractual information, should be binding, unless the organiser reserves the right to make changes to those elements and unless such changes are clearly, comprehensibly and prominently communicated to the traveller before the conclusion of the package travel contract. However, in the light of new communication technologies, which easily allow updates, there is no longer any need to lay down specific rules on brochures, while it is appropriate to ensure that, changes to pre-contractual information are communicated to the traveller. It should always be possible to make changes to pre-contractual information where expressly agreed by both parties to the package travel contract.
- (27) The information requirements laid down in this Directive are exhaustive, but should be without prejudice to the information requirements laid down in other applicable Union legislation ⁽¹⁾.
- (28) Organisers should provide general information on the visa requirements of the country of destination. The information on approximate periods for obtaining visas can be provided as a reference to official information of the country of destination.
- (29) Taking into account the specificities of package travel contracts, the rights and obligations of the contracting parties should be laid down for the period before and after the start of the package, in particular if the package is not properly performed or if particular circumstances change.
- (30) Since packages are often purchased a long time before their performance, unforeseen events may occur. Therefore the traveller should, under certain conditions, be entitled to transfer a package travel contract to another traveller. In such situations, the organiser should be able to recover his expenses, for instance if a sub-contractor requires a fee for changing the name of the traveller or for cancelling a transport ticket and issuing a new one.
- (31) Travellers should also be able to terminate the package travel contract at any time before the start of the package in return for payment of an appropriate and justifiable termination fee, taking into account expected cost savings and income from alternative deployment of the travel services. They should also have the right to terminate the package travel contract without paying any termination fee where unavoidable and extraordinary circumstances will significantly affect the performance of the package. This may cover for example warfare, other serious security problems such as terrorism, significant risks to human health such as the outbreak of a serious disease at the travel destination, or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the destination as agreed in the package travel contract.
- (32) In specific situations, the organiser should also be entitled to terminate the package travel contract before the start of the package without paying compensation, for instance if the minimum number of participants is not reached and where that possibility has been reserved in the contract. In that event, the organiser should refund all payments made in respect of the package.
- (33) In certain cases organisers should be allowed to make unilateral changes to the package travel contract. However, travellers should have the right to terminate the package travel contract if the changes alter significantly any of the main characteristics of the travel services. This may for instance be the case if the quality or the value of the travel services diminishes. Changes of departure or arrival times indicated in the package travel contract should

⁽¹⁾ See: Directive 2000/31/EC of the European Parliament and of the Council of 8 June 2000 on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market (Directive on electronic commerce) (OJ L 178, 17.7.2000, p. 1) and Directive 2006/123/EC of the European Parliament and of the Council of 12 December 2006 on services in the internal market (OJ L 376, 27.12.2006, p. 36), as well as Regulation (EC) No 2111/2005 of the European Parliament and of the Council of 14 December 2005 on the establishment of a Community list of air carriers subject to an operating ban within the Community and on informing air transport passengers of the identity of the operating air carrier, and repealing Article 9 of Directive 2004/36/EC (OJ L 344, 27.12.2005, p. 15), 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), 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), Regulation (EC) No 1008/2008 of the European Parliament and of the Council of 24 September 2008 on common rules for the operation of air services in the Community (OJ L 293, 31.10.2008, p. 3), 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) and 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).

be considered significant, for instance, where they would impose on the traveller considerable inconvenience or additional costs, for instance rearrangement of transport or accommodation. Price increases should be possible only if there has been a change in the cost of fuel or other power sources for the carriage of passengers, in taxes or fees imposed by a third party not directly involved in the performance of the travel services included in the package travel contract or in the exchange rates relevant to the package and only if the contract expressly reserves the possibility of such a price increase and states that the traveller is entitled to a price reduction corresponding to a decrease in those costs. If the organiser proposes a price increase of more than 8 % of the total price, the traveller should be entitled to terminate the package travel contract without paying a termination fee.

- (34) It is appropriate to set out specific rules on remedies as regards the lack of conformity in the performance of the package travel contract. The traveller should be entitled to have problems resolved and, where a significant proportion of travel services included in the package travel contract cannot be provided, the traveller should be offered suitable alternative arrangements. If the organiser does not remedy the lack of conformity within a reasonable period set by the traveller, the traveller should be able to do so himself and request reimbursement of the necessary expenses. In certain cases there should not be a need to specify a time-limit, in particular if immediate remedy is required. This would apply, for instance, when, due to the delay of a bus provided by the organiser, the traveller has to take a taxi to catch his flight on time. Travellers should also be entitled to a price reduction, termination of the package travel contract and/or compensation for damages. Compensation should also cover non-material damage, such as compensation for loss of enjoyment of the trip or holiday because of substantial problems in the performance of the relevant travel services. The traveller should be required to inform the organiser without undue delay, taking into account the circumstances of the case, of any lack of conformity he perceives during the performance of a travel service included in the package travel contract. Failure to do so may be taken into account when determining the appropriate price reduction or compensation for damages where such notice would have avoided or reduced the damage.
- (35) In order to ensure consistency, it is appropriate to align the provisions of this Directive with international conventions regulating travel services and with the Union passenger rights legislation. Where the organiser is liable for failure to perform or improper performance of the travel services included in the package travel contract, the organiser should be able to invoke the limitations of the liability of service providers set out in such international conventions as the Montreal Convention of 1999 for the Unification of certain Rules for International Carriage by Air ⁽¹⁾, the Convention of 1980 concerning International Carriage by Rail (COTIF) ⁽²⁾ and the Athens Convention of 1974 on the Carriage of Passengers and their Luggage by Sea ⁽³⁾. Where it is impossible to ensure the traveller's timely return to the place of departure because of unavoidable and extraordinary circumstances, the organiser should bear the cost of the travellers' necessary accommodation for a period not exceeding three nights per traveller, unless longer periods are provided for in existing or future Union passenger rights legislation.
- (36) This Directive should not affect the rights of travellers to present claims both under this Directive and under other relevant Union legislation or international conventions, so that travellers continue to have the possibility to address claims to the organiser, the carrier or any other liable party, or, as the case may be, to more than one party. It should be clarified that, in order to avoid overcompensation, compensation or price reduction granted under this Directive and the compensation or price reduction granted under other relevant Union legislation or international conventions should be deducted from each other. The organiser's liability should be without prejudice to the right to seek redress from third parties, including service providers.
- (37) If the traveller is in difficulty during the trip or holiday, the organiser should be obliged to give appropriate assistance without undue delay. Such assistance should consist mainly of providing, where appropriate, information on aspects such as health services, local authorities and consular assistance, as well as practical help, for instance with regard to distance communications and alternative travel arrangements.

⁽¹⁾ Council Decision 2001/539/EC of 5 April 2001 on the conclusion by the European Community of the Convention for the Unification of Certain Rules for International Carriage by Air (the Montreal Convention) (OJ L 194, 18.7.2001, p. 38).

⁽²⁾ Council Decision 2013/103/EU of 16 June 2011 on the signing and conclusion of the Agreement between the European Union and the Intergovernmental Organisation for International Carriage by Rail on the Accession of the European Union to the Convention concerning International Carriage by Rail (COTIF) of 9 May 1980, as amended by the Vilnius Protocol of 3 June 1999 (OJ L 51, 23.2.2013, p. 1).

⁽³⁾ Council Decision 2012/22/EU of 12 December 2011 concerning the accession of the European Union to the Protocol of 2002 to the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea, 1974, with the exception of Articles 10 and 11 thereof (OJ L 8, 12.1.2012, p. 1).

- (38) In its Communication of 18 March 2013 entitled 'Passenger protection in the event of airline insolvency', the Commission set out measures to improve the protection of travellers in the event of an airline insolvency, including better enforcement of Regulation (EC) No 261/2004 of the European Parliament and of the Council ⁽¹⁾ and of Regulation (EC) No 1008/2008, and engagement with industry stakeholders, failing which a legislative measure could be considered. That Communication concerns the purchase of an individual component, namely air travel services, and does not therefore address insolvency protection for packages and for linked travel arrangements.
- (39) Member States should ensure that travellers purchasing a package are fully protected against the organiser's insolvency. Member States in which organisers are established should ensure that they provide security for the refund of all payments made by or on behalf of travellers and, insofar as a package includes the carriage of passengers, for the traveller's repatriation in the event of the organiser's insolvency. However, it should be possible to offer travellers the continuation of the package. While retaining discretion as to the way in which insolvency protection is to be arranged, Member States should ensure that the protection is effective. Effectiveness implies that the protection should become available as soon as, as a consequence of the organiser's liquidity problems, travel services are not being performed, will not be or will only partially be performed, or where service providers require travellers to pay for them. Member States should be able to require that organisers provide travellers with a certificate documenting a direct entitlement against the provider of the insolvency protection.
- (40) For the insolvency protection to be effective, it should cover the foreseeable amounts of payments affected by the organiser's insolvency and, where applicable, the foreseeable cost for repatriations. This means that the protection should be sufficient to cover all foreseeable payments made by or on behalf of travellers in respect of packages in peak season, taking into account the period between receiving such payments and the completion of the trip or holiday, as well as, where applicable, the foreseeable cost for repatriations. That will generally mean that the security has to cover a sufficiently high percentage of the organiser's turnover in respect of packages, and may depend on factors such as the type of packages sold, including the mode of transport, the travel destination, and any legal restrictions or the organiser's commitments regarding the amounts of pre-payments he may accept and their timing before the start of the package. Whereas the necessary cover may be calculated on the basis of the most recent business data, for instance the turnover achieved in the last business year, organisers should be obliged to adapt the insolvency protection in the event of increased risks, including a significant increase in the sale of packages. However, effective insolvency protection should not have to take into account highly remote risks, for instance the simultaneous insolvency of several of the largest organisers, where to do so would disproportionately affect the cost of the protection, thus hampering its effectiveness. In such cases the guarantee for refunds may be limited.
- (41) Given the differences in national law and practice regarding the parties to a package travel contract and the receipt of payments made by or on behalf of travellers, Member States should be allowed to require retailers to take out insolvency protection as well.
- (42) In line with Directive 2006/123/EC, it is appropriate to lay down rules so as to prevent insolvency protection obligations from acting as an obstacle to the free movement of services and the freedom of establishment. Therefore, Member States should be obliged to recognise insolvency protection under the law of the Member State of establishment. In order to facilitate the administrative cooperation and supervision of organisers and, where applicable, retailers which are operating in different Member States with regard to insolvency protection, Member States should be obliged to designate central contact points.
- (43) Traders facilitating linked travel arrangements should be obliged to inform travellers that they are not buying a package and that individual travel service providers are solely responsible for the proper performance of their contracts. Traders facilitating linked travel arrangements should, in addition, be obliged to provide insolvency protection for the refund of payments they receive and, insofar as they are responsible for the carriage of passengers, for the travellers' repatriation, and should inform travellers accordingly. Traders responsible for the performance of the individual contracts forming part of a linked travel arrangement are subject to general Union consumer protection legislation and sector-specific Union legislation.

⁽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).

- (44) When laying down rules on insolvency protection schemes in relation to packages and linked travel arrangements, Member States should not be prevented from taking into account the special situation of smaller companies while ensuring the same level of protection for travellers.
- (45) Travellers should be protected in relation to errors occurring in the booking process of packages and linked travel arrangements.
- (46) It should be confirmed that travellers may not waive rights stemming from this Directive and that organisers or traders facilitating linked travel arrangements may not escape from their obligations by claiming that they are simply acting as a travel service provider, an intermediary, or in any other capacity.
- (47) Member States should lay down rules on penalties for infringements of national provisions transposing this Directive and ensure that they are implemented. Those penalties should be effective, proportionate and dissuasive.
- (48) The adoption of this Directive makes it necessary to adapt certain Union consumer protection legislative acts. In particular, it should be clarified that Regulation (EC) No 2006/2004 of the European Parliament and of the Council ⁽¹⁾ applies to infringements of this Directive. Also, taking into account the fact that Directive 2011/83/EU of the European Parliament and the Council ⁽²⁾ in its current form does not apply to contracts covered by Directive 90/314/EEC, it is necessary to amend Directive 2011/83/EU to ensure that it continues to apply to individual travel services that form part of a linked travel arrangement, insofar as those individual services are not otherwise excluded from the scope of Directive 2011/83/EU, and that certain consumer rights laid down in that Directive also apply to packages.
- (49) This Directive is without prejudice to rules on the protection of personal data laid down in Directive 95/46/EC of the European Parliament and of the Council ⁽³⁾ and to the Union rules on private international law, including Regulation (EC) No 593/2008 of the European Parliament and of the Council ⁽⁴⁾.
- (50) It should be clarified that the regulatory requirements of this Directive on insolvency protection and information in relation to linked travel arrangements should also apply to traders not established in a Member State which by any means direct their activities within the meaning of Regulation (EC) No 593/2008 and Regulation (EU) No 1215/2012 of the European Parliament and of the Council ⁽⁵⁾ to one or more Member States.
- (51) Since the objective of this Directive, namely to contribute to the proper functioning of the internal market and to the achievement of a high and as uniform as possible level of consumer protection, cannot be sufficiently achieved by the Member States, but can rather, by reason of its scale, be better achieved at Union level, the Union may adopt measures, in accordance with the principle of subsidiarity as set out in Article 5 of the Treaty on European Union. In accordance with the principle of proportionality, as set out in that Article, this Directive does not go beyond what is necessary in order to achieve that objective.
- (52) This Directive respects the fundamental rights and observes the principles recognised by the Charter of Fundamental Rights of the European Union. This Directive, in particular, respects the freedom to conduct a business laid down in Article 16 of the Charter, while ensuring a high level of consumer protection within the Union, in accordance with Article 38 of the Charter.

⁽¹⁾ Regulation (EC) No 2006/2004 of the European Parliament and of the Council of 27 October 2004 on cooperation between national authorities responsible for the enforcement of consumer protection laws (the Regulation on consumer protection cooperation) (OJ L 364, 9.12.2004, p. 1).

⁽²⁾ Directive 2011/83/EU of the European Parliament and the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council (OJ L 304, 22.11.2011, p. 64).

⁽³⁾ Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (OJ L 281, 23.11.1995, p. 31).

⁽⁴⁾ Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I) (OJ L 177, 4.7.2008, p. 6).

⁽⁵⁾ Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (OJ L 351, 20.12.2012, p. 1).

- (53) In accordance with the Joint Political Declaration of 28 September 2011 of Member States and the Commission on explanatory documents ⁽¹⁾, Member States have undertaken to accompany, in justified cases, the notification of their transposition measures with one or more documents explaining the relationship between the components of a directive and the corresponding parts of national transposition instruments. With regard to this Directive, the legislator considers the transmission of such documents to be justified.
- (54) Directive 90/314/EEC should therefore be repealed,

HAVE ADOPTED THIS DIRECTIVE:

CHAPTER I

SUBJECT MATTER, SCOPE, DEFINITIONS AND LEVEL OF HARMONISATION

Article 1

Subject matter

The purpose of this Directive is to contribute to the proper functioning of the internal market and to the achievement of a high and as uniform as possible level of consumer protection by approximating certain aspects of the laws, regulations and administrative provisions of the Member States in respect of contracts between travellers and traders relating to package travel and linked travel arrangements.

Article 2

Scope

1. This Directive applies to packages offered for sale or sold by traders to travellers and to linked travel arrangements facilitated by traders for travellers.
2. This Directive does not apply to:
 - (a) packages and linked travel arrangements covering a period of less than 24 hours unless overnight accommodation is included;
 - (b) packages offered, and linked travel arrangements facilitated, occasionally and on a not-for-profit basis and only to a limited group of travellers;
 - (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. This Directive does not affect national general contract law such as the rules on the validity, formation or effect of a contract, insofar as general contract law aspects are not regulated in this Directive.

Article 3

Definitions

For the purposes of this Directive, the following definitions apply:

(1) 'travel service' means:

- (a) carriage of passengers;
- (b) accommodation which is not intrinsically part of carriage of passengers and is not for residential purposes;

⁽¹⁾ OJ C 369, 17.12.2011, p. 14.

- (c) rental of cars, other motor vehicles within the meaning of Article 3(11) of Directive 2007/46/EC of the European Parliament and of the Council ⁽¹⁾, or motorcycles requiring a Category A driving licence in accordance with point (c) of Article 4(3) of Directive 2006/126/EC of the European Parliament and of the Council ⁽²⁾;
- (d) any other tourist service not intrinsically part of a travel service within the meaning of points (a), (b) or (c);
- (2) 'package' means a combination of at least two different types of travel services for the purpose of the same trip or holiday, if:
- (a) 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; or
- (b) irrespective of whether separate contracts are concluded with individual travel service providers, those services are:
- (i) purchased from a single point of sale and those services have been selected before the traveller agrees to pay,
- (ii) offered, sold or charged at an inclusive or total price,
- (iii) advertised or sold under the term 'package' or under a similar term,
- (iv) 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
- (v) 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.
- A combination of travel services where not more than one type of travel service as referred to in point (a), (b) or (c) of point 1 is combined with one or more tourist services as referred to in point (d) of point 1 is not a package if the latter services:
- (a) do not account for a significant proportion of the value of the combination and are not advertised as and do not otherwise represent an essential feature of the combination; or
- (b) are selected and purchased only after the performance of a travel service as referred to in point (a), (b) or (c) of point 1 has started;
- (3) '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;
- (4) 'start of the package' means the beginning of the performance of travel services included in the package;
- (5) 'linked travel arrangement' means at least two different types of travel services purchased for the purpose of the same trip or holiday, not constituting a package, resulting in the conclusion of separate contracts with the individual travel service providers, if a trader facilitates:
- (a) on the occasion of a single visit or contact with his point of sale, the separate selection and separate payment of each travel service by travellers; or

⁽¹⁾ 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 (Framework Directive) (OJ L 263, 9.10.2007, p. 1).

⁽²⁾ Directive 2006/126/EC of the European Parliament and of the Council of 20 December 2006 on driving licences (OJ L 403, 30.12.2006, p. 18).

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

Where not more than one type of travel service as referred to in point (a), (b) or (c) of point 1 and one or more tourist services as referred to in point (d) of point 1 are purchased, they do not constitute a linked travel arrangement if the latter services do not account for a significant proportion of the combined value of the services and are not advertised as, and do not otherwise represent, an essential feature of the trip or holiday.

- (6) 'traveller' means any person who is seeking to conclude a contract, or is entitled to travel on the basis of a contract concluded, within the scope of this Directive;
- (7) '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 Directive, whether acting in the capacity of organiser, retailer, trader facilitating a linked travel arrangement or as a travel service provider;
- (8) '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 (b)(v) of point 2;
- (9) 'retailer' means a trader other than the organiser who sells or offers for sale packages combined by an organiser;
- (10) 'establishment' means establishment as defined in point 5 of Article 4 of Directive 2006/123/EC;
- (11) '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;
- (12) '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;
- (13) 'lack of conformity' means a failure to perform or improper performance of the travel services included in a package;
- (14) 'minor' means a person below the age of 18 years;
- (15) '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;
- (16) 'repatriation' means the traveller's return to the place of departure or to another place the contracting parties agree upon.

Article 4

Level of harmonisation

Unless otherwise provided for in this Directive, Member States shall not maintain or introduce, in their national law, provisions diverging from those laid down in this Directive, including more or less stringent provisions which would ensure a different level of traveller protection.

CHAPTER II

INFORMATION OBLIGATIONS AND CONTENT OF THE PACKAGE TRAVEL CONTRACT

*Article 5***Pre-contractual information**

1. Member States shall ensure that, before the traveller is bound by any 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 means of the relevant form as set out in Part A or Part B of Annex I, and, where applicable to the package, with the following information:

(a) the main characteristics of the travel services:

- (i) the travel destination(s), itinerary and periods of stay, with dates and, where accommodation is included, the number of nights included;
- (ii) 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;

- (iii) the location, main features and, where applicable, tourist category of the accommodation under the rules of the country of destination;
 - (iv) the meal plan;
 - (v) visits, excursion(s) or other services included in the total price agreed for the package;
 - (vi) 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, the approximate size of the group;
 - (vii) where the traveller's benefit from other tourist services depends on effective oral communication, the language in which those services will be carried out; and
 - (viii) whether the trip or holiday is generally 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, where applicable, e-mail address;
- (c) the total price of the package 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;
- (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 12(3), 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 12(1);
- (h) information on optional or compulsory insurance to cover the cost of termination of the contract by the traveller or the cost of assistance, including repatriation, in the event of accident, illness or death.

For package travel contracts concluded by telephone, the organiser and, where applicable, the retailer shall provide the traveller with the standard information set out in Part B of Annex I, and the information set out in points (a) to (h) of the first subparagraph.

2. With reference to packages as defined in point (b)(v) of point 2 of Article 3 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 points (a) to (h) of the first subparagraph of paragraph 1 of this Article 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 C of Annex I.

3. The information referred to in paragraphs 1 and 2 shall be provided in a clear, comprehensible and prominent manner. Where such information is provided in writing, it shall be legible.

Article 6

Binding character of pre-contractual information and conclusion of the package travel contract

1. Member States shall ensure that the information provided to the traveller pursuant to points (a), (c), (d), (e) and (g) of the first subparagraph of Article 5(1) shall form an integral part of the package travel contract and shall not be altered unless the contracting parties expressly agree otherwise. The organiser and, where applicable, 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.

2. If the organiser and, where applicable, the retailer has 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 5(1) before the conclusion of the package travel contract, the traveller shall not bear those fees, charges or other costs.

Article 7

Content of the package travel contract and documents to be supplied before the start of the package

1. Member States shall ensure that package travel contracts are in plain and intelligible language and, in so far as they are in writing, legible. At the conclusion of the package travel contract or without undue delay thereafter, the organiser or retailer shall provide the traveller with a copy or confirmation of the contract on a durable medium. 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.

With respect to off-premises contracts as defined in point 8 of Article 2 of Directive 2011/83/EU, 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.

2. 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 points (a) to (h) of the first subparagraph of Article 5(1) and the following information:

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

- (b) information that the organiser is:
- (i) responsible for the proper performance of all travel services included in the contract in accordance with Article 13; and
 - (ii) obliged to provide assistance if the traveller is in difficulty in accordance with Article 16;
- (c) the name of the entity in charge of the insolvency protection and its contact details, including its geographical address, and, where applicable, the name of the competent authority designated by the Member State concerned for that purpose and its contact details;
- (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 when the traveller is in difficulty 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 13(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 in-house complaint handling procedures and on alternative dispute resolution ('ADR') mechanisms pursuant to Directive 2013/11/EU of the European Parliament and of the Council ⁽¹⁾, 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 of the European Parliament and of the Council ⁽²⁾;
- (h) information on the traveller's right to transfer the contract to another traveller in accordance with Article 9.
3. With reference to packages as defined in point (b)(v) of point 2 of Article 3, 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. The trader shall provide the organiser with the information necessary to comply with his obligations as an organiser.

As soon as the organiser is informed that a package has been created, the organiser shall provide to the traveller the information referred to in points (a) to (h) of paragraph 2 on a durable medium.

4. The information referred to in paragraphs 2 and 3 shall be provided in a clear, comprehensible and prominent manner.

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

Article 8

Burden of proof

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

⁽¹⁾ Directive 2013/11/EU of the European Parliament and of the Council of 21 May 2013 on alternative dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Directive on consumer ADR) (OJ L 165, 18.6.2013, p. 63).

⁽²⁾ 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) (OJ L 165, 18.6.2013, p. 1).

CHAPTER III

CHANGES TO THE PACKAGE TRAVEL CONTRACT BEFORE THE START OF THE PACKAGE*Article 9***Transfer of the package travel contract to another traveller**

1. Member States shall ensure that a traveller may, after giving the organiser reasonable notice on a durable medium before the start of the package, transfer the package travel contract to a person who satisfies all the conditions applicable to that contract. Notice given at the latest seven days before the start of the package shall in any event be deemed to be reasonable.
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 arising from the transfer. The organiser shall inform the transferor about the actual costs of the transfer. Those 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.
3. The organiser shall provide the transferor with proof of the additional fees, charges or other costs arising from the transfer of the package travel contract.

*Article 10***Alteration of the price**

1. Member States shall ensure that 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 under paragraph 4. In that event the package travel contract shall state how price revisions are to be calculated. Price increases shall be possible exclusively as a direct 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; or
 - (c) the exchange rates relevant to the package.
2. If the price increase referred to in paragraph 1 of this Article exceeds 8 % of the total price of the package, Article 11(2) to (5) shall apply.
3. Irrespective of its extent, a price increase shall be possible only if the organiser notifies the traveller clearly and comprehensibly of it with a justification for that increase and a calculation, on a durable medium at the latest 20 days before the start of the package.
4. If the package travel contract stipulates the possibility of price increases, the traveller shall have the right to a price reduction corresponding to any decrease in the costs referred to in points (a), (b) and (c) of paragraph 1 that occurs after the conclusion of the contract before the start of the package.
5. In the event of a price decrease, the organiser shall have the right to deduct actual administrative expenses from the refund owed to the traveller. At the traveller's request, the organiser shall provide proof of those administrative expenses.

Article 11

Alteration of other package travel contract terms

1. Member States shall ensure that, before the start of the package, the organiser may not unilaterally change package travel contract terms other than the price in accordance with Article 10, unless:

- (a) the organiser has reserved that right in the contract;
- (b) the change is insignificant; and
- (c) 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 5(1) or cannot fulfil the special requirements as referred to in point (a) of Article 7(2), or proposes to increase the price of the package by more than 8 % in accordance with Article 10(2), the traveller may within a reasonable period specified by the organiser:

- (a) accept the proposed change; or
- (b) terminate the contract without paying a termination fee.

If the traveller terminates the package travel contract, the traveller may accept a substitute package where this is offered by the organiser, if possible 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 paragraph 2 and, where appropriate in accordance with paragraph 4, their impact on the price of the package;
- (b) a reasonable period within which the traveller has to inform the organiser of his decision pursuant to paragraph 2;
- (c) the consequences of the traveller's failure to respond within the period referred to point (b), in accordance with applicable national law; and
- (d) where applicable, the offered substitute package and its price.

4. Where the changes to the package travel contract referred to in the first subparagraph of paragraph 2 or the substitute package referred to in the second subparagraph of paragraph 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 point (b) of the first subparagraph of paragraph 2 of this Article, 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. Article 14(2), (3), (4), (5) and (6) shall apply *mutatis mutandis*.

Article 12

Termination of the package travel contract and the right of withdrawal before the start of the package

1. Member States shall ensure that the traveller may terminate the package travel contract at any time before the start of the package. Where the traveller terminates the package travel contract under this paragraph, the traveller may be required to pay an appropriate and justifiable termination fee to the organiser. The package travel contract may specify reasonable standardised termination fees based on the time of the termination of the contract before the start of the package and the expected cost savings and income from alternative deployment of the travel services. In the absence of standardised termination fees, the amount of the termination fee shall correspond to the price of the package minus the cost savings and income from alternative deployment of the travel services. At the traveller's request the organiser shall provide a justification for the amount of the termination fees.

2. Notwithstanding paragraph 1, the traveller shall have the right to terminate the package travel contract before the start of the package without paying any termination 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. In the event of termination of the package travel contract under this paragraph, the traveller shall be entitled to a full refund of any payments made for the package, but shall not be entitled to additional compensation.

3. 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 termination of the contract within the period fixed in the contract, but not later than:

(i) 20 days before the start of the package in the case of trips lasting more than six days;

(ii) seven days before the start of the package in the case of trips lasting between two and six days;

(iii) 48 hours before the start of the package in the case of trips lasting less than two days;

or

(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.

4. The organiser shall provide any refunds required under paragraphs 2 and 3 or, with respect to paragraph 1, reimburse any payments made by or on behalf of the traveller for the package minus the appropriate termination fee. Such refunds or reimbursements shall be made to the traveller without undue delay and in any event not later than 14 days after the package travel contract is terminated.

5. 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 14 days without giving any reason.

CHAPTER IV

PERFORMANCE OF THE PACKAGE

Article 13

Responsibility for the performance of the package

1. Member States shall ensure that the organiser is responsible for the performance of the travel services included in the package travel contract, irrespective of whether those services are to be performed by the organiser or by other travel service providers.

Member States may maintain or introduce in their national law provisions under which the retailer is also responsible for the performance of the package. In that case the provisions of Article 7 and Chapter III, this Chapter and Chapter V which are applicable to the organiser shall also apply *mutatis mutandis* to the retailer.

2. The traveller shall inform the organiser 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:

(a) is impossible; or

(b) entails disproportionate costs, taking into account the extent of the lack of conformity and the value of the travel services affected.

If the organiser, in accordance with point (a) or point (b) of the first subparagraph of this paragraph, does not remedy the lack of conformity, Article 14 shall apply.

4. Without prejudice to the exceptions laid down in paragraph 3, if the organiser does not remedy the lack of conformity within a reasonable period set by the traveller, the traveller may do so himself and request reimbursement of the necessary 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 significant proportion of the 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.

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.

6. Where a lack of conformity substantially affects the performance of the package and the organiser has failed to remedy it within a reasonable period set by the traveller, the traveller may terminate the package travel contract without paying a termination fee and, where appropriate, request, in accordance with Article 14, price reduction and/or compensation for damages.

If it is impossible to make alternative arrangements or the traveller rejects the proposed alternative arrangements in accordance with the third subparagraph of paragraph 5 of this Article, the traveller is, where appropriate, entitled to price reduction and/or compensation for damages in accordance with Article 14 without terminating the package travel contract.

If the package includes the carriage of passengers, the organiser shall, in the cases referred to in the first and second subparagraphs, also provide repatriation of the traveller with equivalent transport without undue delay and at no extra cost to the traveller.

7. As long as it is impossible to ensure the traveller's return as agreed in the package travel contract because of unavoidable and extraordinary circumstances, the organiser shall bear the cost of necessary accommodation, if possible of equivalent category, for a period not exceeding three nights per traveller. Where longer periods are provided for in Union passenger rights legislation applicable to the relevant means of transport for the traveller's return, those periods shall apply.

8. The limitation of costs referred to in paragraph 7 of this Article shall not apply to persons with reduced mobility, as defined in point (a) of Article 2 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 48 hours before the start of the package. The organiser may not invoke unavoidable and extraordinary circumstances to limit the liability under paragraph 7 of this Article if the relevant transport provider may not rely on such circumstances under applicable Union legislation.

Article 14

Price reduction and compensation for damages

1. Member States shall ensure that 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 for any damage which the traveller sustains as a result of any lack of conformity. Compensation shall be made without undue delay.

3. The traveller shall not be entitled to compensation for damages if the organiser proves that the lack of conformity is:
- (a) attributable to the traveller;
 - (b) attributable to a third party unconnected with the provision of the travel services included in the package travel contract and is unforeseeable or unavoidable; or
 - (c) due to unavoidable and extraordinary circumstances.
4. Insofar as international conventions binding the Union limit the extent of or the conditions under which compensation is to be paid by a provider carrying out a travel service which is part of a package, the same limitations shall apply to the organiser. Insofar as international conventions not binding the Union limit compensation to be paid by a service provider, Member States may limit compensation to be paid by the organiser accordingly. In other cases, the package travel contract may limit compensation to be paid by the organiser as long as that limitation does not apply to personal injury or damage caused intentionally or with negligence and does not amount to less than three times the total price of the package.
5. Any right to compensation or price reduction under this Directive shall not affect the rights of travellers under Regulation (EC) No 261/2004, Regulation (EC) No 1371/2007, Regulation (EC) No 392/2009 of the European Parliament and of the Council ⁽¹⁾, Regulation (EU) No 1177/2010 and Regulation (EU) No 181/2011, and under international conventions. Travellers shall be entitled to present claims under this Directive and under those Regulations and international conventions. Compensation or price reduction granted under this Directive and the compensation or price reduction granted under those Regulations and international conventions shall be deducted from each other in order to avoid overcompensation.
6. The limitation period for introducing claims under this Article shall not be less than two years.

Article 15

Possibility to contact the organiser via the retailer

Without prejudice to the second subparagraph of Article 13(1), Member States shall ensure that 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 forward those messages, requests or complaints to the organiser without undue delay.

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

Article 16

Obligation to provide assistance

Member States shall ensure that the organiser gives appropriate assistance without undue delay to the traveller in difficulty, including in the circumstances referred to in Article 13(7), in particular by:

- (a) providing appropriate information on health services, local authorities and consular assistance; and
- (b) assisting the traveller to make distance communications and helping the traveller to find alternative travel arrangements.

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. That fee shall not in any event exceed the actual costs incurred by the organiser.

⁽¹⁾ 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).

CHAPTER V

INSOLVENCY PROTECTION*Article 17***Effectiveness and scope of insolvency protection**

1. Member States shall ensure that organisers established in their territory provide security for the refund of all payments made by or on behalf of travellers insofar as the relevant services are not performed as a consequence of the organiser's insolvency. If the carriage of passengers is included in the package travel contract, organisers shall also provide security for the travellers' repatriation. Continuation of the package may be offered.

Organisers not established in a Member State which sell or offer for sale packages in a Member State, or which by any means direct such activities to a Member State, shall be obliged to provide the security in accordance with the law of that Member State.

2. The security referred to in paragraph 1 shall be effective and shall cover reasonably foreseeable costs. It shall cover 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 insolvency.

3. An organiser's insolvency 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 protection is located.

4. When the performance of the package is affected by the organiser's insolvency, the security shall be available free of charge to ensure repatriations and, if necessary, the financing of accommodation prior to the repatriation.

5. For travel services that have not been performed, refunds shall be provided without undue delay after the traveller's request.

*Article 18***Mutual recognition of insolvency protection and administrative cooperation**

1. Member States shall recognise as meeting the requirements of their national measures transposing Article 17 any insolvency protection an organiser provides under such measures of the Member State of his establishment.

2. Member States shall designate central contact points to facilitate the administrative cooperation and supervision of organisers operating in different Member States. They shall notify the contact details of those contact points to all other Member States and the Commission.

3. The central contact points shall make available to each other all necessary information on their national insolvency protection requirements and the identity of the entity or entities in charge of the insolvency protection for specific organisers established in their territory. Those contact points shall grant each other access to any available inventory listing organisers which are in compliance with their insolvency protection obligations. Any such inventory shall be publicly accessible, including online.

4. If a Member State has doubts about an organiser's insolvency protection, it shall seek clarification from the organiser's Member State of establishment. Member States shall respond to requests from other Member States as quickly as possible taking into account the urgency and complexity of the matter. In any event a first response shall be issued at the latest within 15 working days from receiving the request.

CHAPTER VI

LINKED TRAVEL ARRANGEMENTS

Article 19

Insolvency protection and information requirements for linked travel arrangements

1. Member States shall ensure that traders facilitating linked travel arrangements shall provide security for the refund of all payments they receive from travellers insofar as a travel service which is part of a linked travel arrangement is not performed as a consequence of their insolvency. If such traders are the party responsible for the carriage of passengers, the security shall also cover the traveller's repatriation. The second subparagraph of Article 17(1), Article 17(2) to (5) and Article 18 shall apply *mutatis mutandis*.

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; and
- (b) will benefit from insolvency protection in accordance with paragraph 1.

In order to comply with this paragraph, the trader facilitating a linked travel arrangement shall provide the traveller with that information by means of the relevant standard form set out in Annex II, 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.

3. Where the trader facilitating linked travel arrangements has not complied with the requirements set out in paragraphs 1 and 2 of this Article, the rights and obligations laid down in Articles 9 and 12 and Chapter IV shall apply in relation to the travel services included in the linked travel arrangement.

4. 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.

CHAPTER VII

GENERAL PROVISIONS

Article 20

Specific obligations of the retailer where the organiser is established outside the European Economic Area

Without prejudice to the second subparagraph of Article 13(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 Chapters IV and V, unless the retailer provides evidence that the organiser complies with those Chapters.

Article 21

Liability for booking errors

Member States shall ensure that 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.

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 22***Right of redress**

In cases where an organiser or, in accordance with the second subparagraph of Article 13(1) or Article 20, a retailer pays compensation, grants price reduction or meets the other obligations incumbent on him under this Directive, Member States shall ensure that the organiser or retailer has the right to seek redress from any third parties which contributed to the event triggering compensation, price reduction or other obligations.

*Article 23***Imperative nature of the Directive**

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 Directive.
2. Travellers may not waive the rights conferred on them by the national measures transposing this Directive.
3. Any contractual arrangement or any statement by the traveller which directly or indirectly waives or restricts the rights conferred on travellers pursuant to this Directive or aims to circumvent the application of this Directive shall not be binding on the traveller.

*Article 24***Enforcement**

Member States shall ensure that adequate and effective means exist to ensure compliance with this Directive.

*Article 25***Penalties**

Member States shall lay down the rules on penalties applicable to infringements of national provisions adopted pursuant to this Directive and shall take all measures necessary to ensure that they are implemented. The penalties provided for shall be effective, proportionate and dissuasive.

*Article 26***Reporting by the Commission and review**

By 1 January 2019, the Commission shall submit a report to the European Parliament and to the Council on the provisions of this Directive applying to online bookings made at different points of sale and the qualification of such bookings as packages, linked travel arrangements or stand-alone travel services, and in particular on the definition of package set out in point (b)(v) of point 2 of Article 3 and whether an adjustment or broadening of that definition is appropriate.

By 1 January 2021, the Commission shall submit a general report on the application of this Directive to the European Parliament and to the Council.

The reports referred to in the first and the second paragraphs shall be accompanied, where necessary, by legislative proposals.

Article 27

Amendment of Regulation (EC) No 2006/2004 and Directive 2011/83/EU

1. Point 5 of the Annex to Regulation (EC) No 2006/2004 is replaced by the following:

‘5. Directive (EU) 2015/2302 of the European Parliament and of the Council (*)

(*) 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. Point (g) of Article 3(3) of Directive 2011/83/EU is replaced by the following:

‘(g) on packages as defined in point 2 of Article 3 of Directive (EU) 2015/2302 of the European Parliament and of the Council (**).

Article 6(7), Article 8(2) and (6) and Articles 19, 21 and 22 of this Directive shall apply *mutatis mutandis* to packages as defined in point 2 of Article 3 of Directive (EU) 2015/2302 in relation to travellers as defined in point 6 of Article 3 of that Directive.

(**) 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).’

CHAPTER VIII

FINAL PROVISIONS

Article 28

Transposition

1. Member States shall adopt and publish, by 1 January 2018, the laws, regulations and administrative provisions necessary to comply with this Directive. They shall forthwith communicate to the Commission the text of those measures.
2. They shall apply those measures from 1 July 2018.
3. When Member States adopt those measures, they shall contain a reference to this Directive or be accompanied by such a reference on the occasion of their official publication. Member States shall determine how such reference is to be made.
4. Member States shall communicate to the Commission the text of the main provisions of national law which they adopt in the field covered by this Directive.

Article 29

Repeal

Directive 90/314/EEC is repealed with effect from 1 July 2018.

References to the repealed Directive shall be construed as references to this Directive and shall be read in accordance with the correlation table set out in Annex III.

*Article 30***Entry into force**

This Directive shall enter into force on the twentieth day following that of its publication in the *Official Journal of the European Union*.

*Article 31***Addressees**

This Directive is addressed to the Member States.

Done at Strasbourg, 25 November 2015.

For the European Parliament

The President

M. SCHULZ

For the Council

The President

N. SCHMIT

ANNEX I

Part A

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:

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, 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. 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 B

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

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

- 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, 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. 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 C

Standard information form where the organiser transmits data to another trader in accordance with point (b) (v) of point 2 of Article 3

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

- Travellers will receive all essential information about the travel services 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, 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. 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](#))

ANNEX II

Part A

Standard information form where the trader facilitating an online linked travel arrangement within the meaning of point (a) of point 5 of Article 3 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 B

Standard information form where the trader facilitating an online linked travel arrangement within the meaning of point (a) of point 5 of Article 3 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 C

Standard information form in the case of linked travel arrangements within the meaning of point (a) of point 5 of Article 3 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 D

Standard information form where the trader facilitating an online linked travel arrangement within the meaning of point (b) of point 5 of Article 3 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 E

Standard information form where the trader facilitating an online linked travel arrangement within the meaning of point (b) of point 5 of Article 3 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)

ANNEX III

Correlation table

Directive 90/314/EEC	This Directive
Article 1	Article 1
Article 2(1)	Point 2 of Article 3 and Article 2(2), point (a)
Article 2(2)	Point 8 of Article 3
Article 2(3)	Point 9 of Article 3
Article 2(4)	Point 6 of Article 3
Article 2(5)	Point 3 of Article 3
Article 3(1)	Deleted
Article 3(2)	Deleted; however main parts incorporated in Articles 5 and 6
Article 4(1), point (a)	Article 5(1), point (f)
Article 4(1), point (b)	Article 5(1), point (h), Article 7(2), points (d) and (f), and Article 7(4)
Article 4(2), point (a)	Article 7(2)
Article 4(2), point (b)	Article 5(3), and Article 7(1) and (4)
Article 4(2), point (c)	Deleted
Article 4(3)	Article 9
Article 4(4)	Article 10
Article 4(5)	Article 11(2) and (3)
Article 4(6)	Article 11(2), (3) and (4), and Article 12(3) and (4)
Article 4(7)	Article 13(5), (6) and (7)
Article 5(1)	Article 13(1)
Article 5(2)	Article 14(2) (3) and (4), and Article 16
Article 5(3)	Article 23(3)
Article 5(4)	Article 7(2), point (e), and Article 13(2)
Article 6	Article 13(3)
Article 7	Article 17 and Article 18
Article 8	Article 4
Article 9(1)	Article 28(1)
Article 9(2)	Article 28(4)
Article 10	Article 31
Annex, point (a)	Article 5(1), point (a)(i)
Annex, point (b)	Article 5(1), point (a)(ii)
Annex, point (c)	Article 5(1), point (a)(iii)

Directive 90/314/EEC	This Directive
Annex, point (d)	Article 5(1), point (e)
Annex, point (e)	Article 5(1), point (a)(i)
Annex, point (f)	Article 5(1), point (a)(v)
Annex, point (g)	Article 5(1), point (b)
Annex, point (h)	Article 5(1), point (c), and Article 10(1)
Annex, point (i)	Article 5(1), point (d)
Annex, point (j)	Article 7(2), point (a)
Annex, point (k)	Article 13(2)

II

(Non-legislative acts)

REGULATIONS

COMMISSION DELEGATED REGULATION (EU) 2015/2303

of 28 July 2015

supplementing Directive 2002/87/EC of the European Parliament and of the Council with regard to regulatory technical standards specifying the definitions and coordinating the supplementary supervision of risk concentration and intra-group transactions

(Text with EEA relevance)

THE EUROPEAN COMMISSION,

Having regard to the Treaty on the Functioning of the European Union,

Having regard to Directive 2002/87/EC of the European Parliament and of the Council of 16 December 2002 on the supplementary supervision of credit institutions, insurance undertakings and investment firms in a financial conglomerate and amending Council Directives 73/239/EEC, 79/267/EEC, 92/49/EEC, 92/96/EEC, 93/6/EEC and 93/22/EEC, and Directives 98/78/EC and 2000/12/EC of the European Parliament and of the Council⁽¹⁾, and in particular Article 21a(1a) thereof,

Whereas:

- (1) Regulatory technical standards should be laid down to establish a more precise formulation of the definitions set out in Article 2 of Directive 2002/87/EC and to ensure proper coordination of the provisions on supplementary supervision adopted pursuant to Articles 7 and 8 and Annex II of that Directive.
- (2) It is important to provide further details as regards the elements to be taken into account for the purposes of reporting significant intra-group transactions and significant risk concentrations.
- (3) Articles 7 and 8 of Directive 2002/87/EC require Member States to request certain reporting obligations on regulated entities or mixed financial holding companies. Such reporting should take place in a coordinated manner so as to assist coordinators and other relevant competent authorities in identifying relevant issues as well as to facilitate the more efficient exchange of information. In order to achieve greater consistency in the reports on significant risk concentrations and intra-group transactions, regulated entities and mixed financial holding companies should report at least certain standardised minimum information to the coordinators.
- (4) Articles 7 and 8 of Directive 2002/87/EC also empower coordinators to monitor significant risk concentrations and significant intra-group transactions and to identify the types of risks and transactions, which regulated entities in a financial conglomerate are required to report. Coordinators are also empowered to define thresholds. In order to coordinate these provisions, a methodology should be laid down to assist coordinators and other relevant competent authorities in exercising their functions.
- (5) Measures in place for the supplementary supervision of risk concentration and intra-group transactions vary across the Union. While acknowledging existing Union and national legal frameworks, a number of minimum supervisory measures with respect to the supplementary supervision of risk concentration and intra-group transactions should be laid down. By taking into account those minimum measures, competent authorities will ensure a level playing field and facilitate coordinated supervisory practices across the Union.

⁽¹⁾ OJ L 35, 11.2.2003, p. 1.

- (6) The requirements set out in respect of regulated entities or mixed financial holding companies build on existing sectoral requirements on risk concentration and intra-group transactions and should not be regarded as duplicating those requirements.
- (7) This Regulation is based on the draft regulatory technical standards submitted by the ESAs (European Banking Authority, European Insurance and Occupational Pensions Authority, European Securities and Markets Authority) to the Commission.
- (8) The ESAs have conducted open public consultations on the draft regulatory technical standards on which this Regulation is based, analysed the potential related costs and benefits and requested the opinion of their respective Stakeholder Groups in accordance with Article 37 of Regulations (EU) No 1093/2010 ⁽¹⁾, No 1094/2010 ⁽²⁾ and No 1095/2010 ⁽³⁾ of the European Parliament and of the Council respectively,

HAS ADOPTED THIS REGULATION

Article 1

Subject matter

This Regulation lays down rules regarding:

- (a) the establishment of a more precise formulation of the definitions of 'intra-group transactions' and 'risk concentration' set out in points (18) and (19) of Article 2 of Directive 2002/87/EC by laying down criteria for assessing when they are of a significant character
- (b) the coordination of the provisions adopted pursuant to Articles 7 and 8 and Annex II of Directive 2002/87/EC with respect to:
 - (i) the information to be provided by regulated entities or mixed financial holding companies to the coordinator and other relevant competent authorities for the purpose of supervisory overview of risk concentration and intra-group transaction;
 - (ii) the methodology to be applied by the coordinator and relevant competent authorities for the purposes of identifying types of significant risk concentration and intra-group transactions;
 - (iii) the supervisory measures to be applied by competent authorities as referred to in Articles 7(3) and 8(3) of Directive 2002/87/EC.

Article 2

Significant intra-group transactions

1. Significant intra-group transactions may include the following transactions within a financial conglomerate:
 - (a) investments and intercompany balances including real estate, bonds, equity, loans, hybrid and subordinated instruments, collateralised debt, arrangements to centralise the management of assets or cash or to share costs, pension arrangements, provision of management, back office or other services, dividends, interest payments and other receivables;
 - (b) guarantees, commitments, letters of credit and other off-balance sheet transactions;

⁽¹⁾ Regulation (EU) No 1093/2010 of the European Parliament and of the Council of 24 November 2010 establishing a European Supervisory Authority (European Banking Authority), amending Decision No 716/2009/EC and repealing Commission Decision 2009/78/EC (OJ L 331, 15.12.2010, p. 12).

⁽²⁾ Regulation (EU) No 1094/2010 of the European Parliament and of the Council of 24 November 2010 establishing a European Supervisory Authority (European Insurance and Occupational Pensions Authority), amending Decision No 716/2009/EC and repealing Commission Decision 2009/79/EC (OJ L 331, 15.12.2010, p. 48).

⁽³⁾ Regulation (EU) No 1095/2010 of the European Parliament and of the Council of 24 November 2010 establishing a European Supervisory Authority (European Securities and Markets Authority), amending Decision No 716/2009/EC and repealing Commission Decision 2009/77/EC (OJ L 331, 15.12.2010, p. 84).

- (c) derivatives transactions;
- (d) purchase, sale or lease of assets and liabilities;
- (e) intra-group fees related to distribution contracts;
- (f) transactions to shift risk exposures between entities within the financial conglomerate, including transactions with special purpose vehicles or ancillary entities;
- (g) insurance, reinsurance and retrocession operations;
- (h) transactions that consist of several connected transactions where assets or liabilities are transferred to entities outside of the financial conglomerate, but ultimately risk exposure is brought back within the financial conglomerate.

2. With respect to regulated entities and mixed financial holding companies, when identifying types of significant intra-group transactions, defining appropriate thresholds, periods for reporting and overseeing significant intra-group transactions, the coordinator and the other relevant competent authorities shall, in particular, take into account:

- (a) the specific structure of the financial conglomerate, the complexity of the intra-group transactions, the specific geographical location of the counterparty and whether or not the counterparty is a regulated entity;
- (b) possible contagion effects within the financial conglomerate;
- (c) possible circumventions of sectoral rules
- (d) possible conflicts of interests
- (e) the solvency and liquidity position of the counterparty;
- (f) transactions among entities belonging to different sectors of a financial conglomerate, if not already reported at sectoral level;
- (g) transactions within a financial sector, which are not already reported in accordance to the provisions of the sectoral rules.

3. The coordinator and the other relevant competent authorities shall agree on the form and content of the significant intra-group transactions report, including language, remittance dates and channels of communication.

4. The coordinator and the other relevant competent authorities shall at least require regulated entities or mixed financial holding companies to report on the following:

- (a) the dates and amounts of the significant transactions, names and company register numbers or other identification numbers of the relevant group entities and counterparties, including legal entity identifier (LEI), where applicable;
- (b) a brief description of the significant intra-group transactions according to the types of transactions set out in paragraph 1;
- (c) the total volume of all significant intra-group transactions of a specific financial conglomerate within a given reporting period;
- (d) information on how conflicts of interests and risks of contagion at the level of the financial conglomerate regarding significant intra-group transactions are managed, taking into consideration the financial conglomerate's strategy to combine activities in the banking, insurance and investment services sectors, or a sectoral own risks self-assessment including a consideration on the management of conflicts of interests and risks of contagion regarding significant intra-group transactions.

5. Transactions that are executed as part of a single economic operation shall be aggregated for the purpose of calculating the thresholds pursuant to Article 8(2) of Directive 2002/87/EC.

Article 3

Significant risk concentration

1. Significant risk concentration in the case of regulated entities and mixed financial holding companies shall be deemed to arise from risk exposures towards counterparties which are not part of the financial conglomerate, where those risk exposures:

- (a) are direct or indirect;
- (b) are on-balance and off-balance sheet items;

- (c) concern regulated and unregulated entities, the same or different financial sectors in a financial conglomerate;
 - (d) consist of any combination or interaction of the exposures set out in points (a), (b) or (c).
2. Counterparty risk or credit risk shall be deemed to include, in particular, risks related to interconnected counterparties in groups, which do not form part of the financial conglomerate, including an accumulation of exposures towards those counterparties.
3. With respect to regulated entities and mixed financial holding companies, when identifying types of significant risk concentration, defining appropriate thresholds, periods for reporting and overviewing significant risk concentration, the coordinator and the other relevant competent authorities shall, in particular, take into account:
- (a) the solvency and liquidity position at the level of the financial conglomerate and of the individual entities within the financial conglomerate;
 - (b) the size, complexity and specific structure of the financial conglomerate including the existence of special purpose vehicles, ancillary entities, third countries entities;
 - (c) the specific risk management structure of the financial conglomerate and the features of the system of governance;
 - (d) the diversification of the financial conglomerate's exposures and of its investment portfolio;
 - (e) the diversification of the financial conglomerate's financial activities with respect to geographical areas and lines of business;
 - (f) the relationship, correlation and interaction between risk factors across the entities in the financial conglomerate;
 - (g) possible contagion effects within the financial conglomerate;
 - (h) possible circumventions of sectoral rules
 - (i) possible conflicts of interest
 - (j) the level or volume of risks;
 - (k) possible accumulation and interaction of exposures incurred by entities belonging to different financial sectors of the financial conglomerate, if not already reported at a sectoral level;
 - (l) exposures within a financial sector of the financial conglomerate, which are not reported under the provisions of the sectoral rules.
4. The coordinator and the other relevant competent authorities shall agree on the form and content of the significant risk concentration report, including language, remittance dates and channels of communication.
5. The coordinator and the other relevant competent authorities shall at least require regulated entities or mixed financial holding companies to report the following:
- (a) a description of the significant risk concentration according to the types of risks set out in paragraph 1;
 - (b) the break-down of the significant risk concentration by counterparties and groups of interconnected counterparties, geographical areas, economic sectors, currencies, identifying the names, company register numbers or other identification numbers of the relevant group companies of the financial conglomerate and their respective counterparties, including LEI, where applicable;
 - (c) the total amount of each significant risk concentration at the end of a specific reporting period valued according to the applicable sectoral rules;
 - (d) if applicable, the amount of significant risk concentration taking into account risk mitigation techniques and risk weighting factors;
 - (e) information on how conflicts of interests and risks of contagion at the level of the financial conglomerate regarding significant risk concentration are managed, taking into consideration the financial conglomerate's strategy to combine activities in the banking, insurance and investment services sectors, or a sectoral own risks self-assessment including a consideration on the management of conflicts of interests and risks of contagion regarding significant risk concentration.

*Article 4***Supervisory measures**

Without prejudice to any other supervisory powers conferred on them, competent authorities shall, in particular,

1. require, where appropriate, regulated entities or mixed financial holding companies to:
 - (a) perform intra-group transactions of the financial conglomerate at arm's length or notify intra-group transactions which are not performed at arm's length;
 - (b) approve intra-group transactions of the financial conglomerate through specified internal procedures with the involvement of its management body as referred to in Article 3(1) of Directive 2013/36/EU of the European Parliament and of the Council ⁽¹⁾, or of its administrative, management or supervisory body as referred to in Article 40 of Directive 2009/138/EC of the European Parliament and of the Council ⁽²⁾;
 - (c) report more frequently than required under Article 7(2) and Article 8(2) of Directive 2002/87/EC on significant risk concentration and significant intra-group transactions;
 - (d) establish additional reporting on significant risk concentration and significant intra-group transactions of the financial conglomerate;
 - (e) strengthen the risk management processes and internal control mechanisms of the financial conglomerate;
 - (f) present or improve plans to restore compliance with supervisory requirements and to set a deadline for implementation thereof;
2. shall define appropriate thresholds in order to identify and overview significant risk concentration and significant intra-group transactions;

Article 5

This Regulation shall enter into force on the twentieth day following that of its publication in the *Official Journal of the European Union*.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 28 July 2015.

For the Commission
The President
Jean-Claude JUNCKER

⁽¹⁾ Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC (OJ L 176, 27.6.2013, p. 338).

⁽²⁾ Directive 2009/138/EC of the European Parliament and of the Council of 25 November 2009 on the taking-up and pursuit of the business of Insurance and Reinsurance (Solvency II) (OJ L 335, 17.12.2009, p. 1).

COMMISSION IMPLEMENTING REGULATION (EU) 2015/2304**of 10 December 2015****concerning the authorisation of a preparation of endo-1,4-beta-xylanase and endo-1,3(4)-beta-glucanase produced by *Talaromyces versatilis* sp. nov. IMI CC 378536 and *Talaromyces versatilis* sp. nov. DSM 26702 as a feed additive for turkeys for fattening and for breeding (holder of the authorisation Adisseo France S.A.S.)****(Text with EEA relevance)**

THE EUROPEAN COMMISSION,

Having regard to Regulation (EC) No 1831/2003 of the European Parliament and of the Council of 22 September 2003 on additives for use in animal nutrition ⁽¹⁾, and in particular Article 9(2) thereof,

Whereas:

- (1) Regulation (EC) No 1831/2003 provides for the authorisation of additives for use in animal nutrition and for the grounds and procedures for granting such authorisation.
- (2) In accordance with Article 7 of Regulation (EC) No 1831/2003 an application was submitted for the authorisation of a preparation of endo-1,4-beta-xylanase EC 3.2.1.8 and endo-1,3(4)-beta-glucanase EC 3.2.1.6 produced by *Talaromyces versatilis* sp. nov. IMI CC 378536 and *Talaromyces versatilis* sp. nov. DSM 26702. That application was accompanied by the particulars and documents required under Article 7(3) of that Regulation.
- (3) That application concerns the authorisation of the preparation of endo-1,4-beta-xylanase EC 3.2.1.8 and endo-1,3(4)-beta-glucanase EC 3.2.1.6 produced by *Talaromyces versatilis* IMI CC 378536 and *Talaromyces versatilis* sp. nov. DSM 26702 as a feed additive for all major and minor poultry species for fattening, reared for laying and breeding, to be classified in the additive category 'zootechnical additives'.
- (4) The use of that preparation was authorised for 10 years for chickens for fattening, chickens reared for laying and minor poultry species for fattening and reared for laying by Commission Implementing Regulation (EU) 2015/661 ⁽²⁾.
- (5) The European Food Safety Authority ('the Authority') concluded in its opinion of 28 April 2015 ⁽³⁾ that, under the proposed conditions of use, the preparation of endo-1,4-beta-xylanase EC 3.2.1.8 and endo-1,3(4)-beta-glucanase EC 3.2.1.6 produced by *Talaromyces versatilis* IMI CC 378536 and *Talaromyces versatilis* sp. nov. DSM 26702 does not have an adverse effect on animal health, human health or the environment, and that it has a significant improvement in the feed-to-gain ratio of turkeys for fattening. This conclusion is extended to turkeys reared for breeding. The Authority does not consider that there is a need for specific requirements of post-market monitoring. It also verified the report on the method of analysis of the feed additive in feed submitted by the Reference Laboratory set up by Regulation (EC) No 1831/2003.
- (6) The assessment of the preparation of endo-1,4-beta-xylanase and endo-1,3(4)-beta-glucanase shows that the conditions for authorisation, as provided for in Article 5 of Regulation (EC) No 1831/2003, are satisfied. Accordingly, the use of that preparation should be authorised as specified in the Annex to this Regulation.
- (7) The measures provided for in this Regulation are in accordance with the opinion of the Standing Committee on Plants, Animals, Food and Feed,

⁽¹⁾ OJ L 268, 18.10.2003, p. 29.

⁽²⁾ Commission Implementing Regulation (EU) 2015/661 of 28 April 2015 concerning the authorisation of the preparation of endo-1,4-beta-xylanase and endo-1,3(4)-beta-glucanase produced by *Talaromyces versatilis* sp. nov. IMI CC 378536 and *Talaromyces versatilis* sp. nov. DSM 26702 as a feed additive for chickens for fattening, chickens reared for laying and minor poultry species for fattening and reared for laying (holder of the authorisation Adisseo France S.A.S.) (OJ L 110, 29.4.2015, p. 1).

⁽³⁾ EFSA Journal 2014; 13(5):4106.

HAS ADOPTED THIS REGULATION:

Article 1

The preparation specified in the Annex, belonging to the additive category 'zootechnical additives' and to the functional group 'digestibility enhancers', is authorised as an additive in animal nutrition, subject to the conditions laid down in that Annex.

Article 2

This Regulation shall enter into force on the twentieth day following that of its publication in the *Official Journal of the European Union*.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 10 December 2015.

For the Commission
The President
Jean-Claude JUNCKER

ANNEX

Identification number of the additive	Name of the holder of authorisation	Additive	Composition, chemical formula, description, analytical method	Species or category of animal	Maximum age	Minimum content	Maximum content	Other provisions	End of period of authorisation
						Units of activity/kg of complete feedingstuff with a moisture content of 12 %			

Category of zootechnical additives. Functional group: digestibility enhancers

4a22	Adisseo France S.A.S.	Endo-1,4-beta-xylanase EC 3.2.1.8 and Endo-1,3(4)-beta-glucanase EC 3.2.1.6	<p><i>Additive composition</i></p> <p>Preparation of endo-1,4-beta-xylanase (EC 3.2.1.8) and endo-1,3(4)-beta-glucanase (EC 3.2.1.6) produced by <i>Talaromyces versatilis</i> sp. nov. IMI CC 378536 and <i>Talaromyces versatilis</i> sp. nov. DSM 26702 having a minimum activity of:</p> <ul style="list-style-type: none"> — solid form: endo-1,4-beta-xylanase 22 000 VU (¹)/g and endo-1,3(4)-beta-glucanase 15 200 VU/g; — liquid form: endo-1,4-beta-xylanase activity of 5 500 VU/ml and endo-1,3(4)-beta-glucanase 3 800 VU/ml. <p><i>Characterisation of the active substance</i></p> <p>Endo-1,4-beta-xylanase (EC 3.2.1.8) and endo-1,3(4)-beta-glucanase (EC 3.2.1.6) produced by <i>Talaromyces versatilis</i> sp. nov. IMI CC 378536 and <i>Talaromyces versatilis</i> sp. nov. DSM 26702.</p> <p><i>Analytical method</i> (²)</p> <p>For the quantification of endo-1,4-beta-xylanase activity:</p> <ul style="list-style-type: none"> — viscosimetric method based on decrease in viscosity produced by action of endo-1,4-beta-xylanase on the xylan containing substrate (wheat arabinoxylan). 	Turkeys for fattening Turkeys reared for breeding	—	endo-1,4-beta-xylanase 1 100 VU endo-1,3(4)-beta-glucanase 760 VU	—	<ol style="list-style-type: none"> 1. In the directions for use of the additive and premixture, indicate the storage conditions and stability to pelleting. 2. For safety: breathing protection, glasses and gloves shall be used during handling. 	31 December 2025
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Identification number of the additive	Name of the holder of authorisation	Additive	Composition, chemical formula, description, analytical method	Species or category of animal	Maximum age	Minimum content	Maximum content	Other provisions	End of period of authorisation
						Units of activity/kg of complete feedingstuff with a moisture content of 12 %			
			<p>For the quantification of endo-1,3(4)-beta-glucanase activity:</p> <p>— viscosimetric method based on decrease in viscosity produced by action of endo-1,3(4)-beta-glucanase on the glucan substrate barley beta-glucan at pH = 5,5 and 30 °C.</p>						

(¹) 1 VU (viscosimetry unit) is the amount of enzyme which hydrolyses the substrate (barley betaglucan and wheat arabinoxylan, respectively), reducing the viscosity of the solution, to give a change in relative fluidity of 1 (dimensionless unit)/min at 30 °C and pH 5,5.

(²) Details of the analytical methods are available at the following address of the Reference Laboratory: <https://ec.europa.eu/jrc/en/eurl/feed-additives/evaluation-reports>

COMMISSION IMPLEMENTING REGULATION (EU) 2015/2305**of 10 December 2015****concerning the authorisation of a preparation of endo-1,4-beta-glucanase (EC 3.2.1.4) produced by *Trichoderma citrinoviride* Bisset (IM SD142) as a feed additive for chickens for fattening, minor poultry species for fattening and weaned piglets, and amending Regulations (EC) No 2148/2004 and (EC) No 1520/2007 (holder of authorisation Huvepharma NV)****(Text with EEA relevance)**

THE EUROPEAN COMMISSION,

Having regard to the Treaty on the Functioning of the European Union,

Having regard to Regulation (EC) No 1831/2003 of the European Parliament and of the Council of 22 September 2003 on additives for use in animal nutrition ⁽¹⁾, and in particular Article 9(2) thereof,

Whereas:

- (1) Regulation (EC) No 1831/2003 provides for the authorisation of additives for use in animal nutrition and for the grounds and procedures for granting such authorisation. Article 10 of that Regulation provides for the re-evaluation of additives authorised pursuant to Council Directive 70/524/EEC ⁽²⁾.
- (2) The preparation of endo-1,4-beta-glucanase (EC 3.2.1.4) produced by *Trichoderma citrinoviride* Bisset (IM SD142) (formerly *Trichoderma longibrachiatum*) hereinafter referred to as 'the preparation specified in the Annex' was authorised without a time limit in accordance with Directive 70/524/EEC as a feed additive for chickens for fattening by Commission Regulation (EC) No 2148/2004 ⁽³⁾ and for weaned piglets by Commission Regulation (EC) No 1520/2007 ⁽⁴⁾. That preparation was subsequently entered in the Register of feed additives as an existing product, in accordance with Article 10(1) of Regulation (EC) No 1831/2003.
- (3) In accordance with Article 10(2) of Regulation (EC) No 1831/2003 in conjunction with Article 7 of that Regulation, an application was submitted for the re-evaluation of the preparation of endo-1,4-beta-glucanase (EC 3.2.1.4) produced by *Trichoderma citrinoviride* Bisset (IM SD142) (formerly *Trichoderma longibrachiatum*) as a feed additive for chickens for fattening, minor poultry species for fattening and weaned piglets. The applicant requested that additive to be classified in the additive category 'zootechnical additives'. That application was accompanied by the particulars and documents required under Article 7(3) of Regulation (EC) No 1831/2003.
- (4) The European Food Safety Authority ('the Authority') concluded in its opinions of 17 April 2013 ⁽⁵⁾ and 10 March 2015 ⁽⁶⁾ that, under the proposed conditions of use, the preparation of endo-1,4-beta-glucanase (EC 3.2.1.4) produced by *Trichoderma citrinoviride* Bisset (IM SD142) (formerly *Trichoderma longibrachiatum*) does not have an adverse effect on animal health, human health or the environment. The Authority also concluded that the use of that preparation has the potential to be efficacious in chickens for fattening and weaned piglets. The Authority further considered that the conclusions on the efficacy can be extrapolated to minor poultry species for fattening. It does not consider that there is a need for specific requirements of post-market monitoring. It also verified the report on the method of analysis of the feed additive in feed submitted by the Reference Laboratory set up by Regulation (EC) No 1831/2003.
- (5) The assessment of the preparation of endo-1,4-beta-glucanase (EC 3.2.1.4) produced by *Trichoderma citrinoviride* Bisset (IM SD142) (formerly *Trichoderma longibrachiatum*) shows that the conditions for authorisation, as provided for in Article 5 of Regulation (EC) No 1831/2003, are satisfied. Accordingly, the use of that preparation should be authorised as specified in the Annex to this Regulation.
- (6) Regulations (EC) No 2148/2004 and (EC) No 1520/2007 should be amended accordingly.

⁽¹⁾ OJ L 268, 18.10.2003, p. 29.

⁽²⁾ Council Directive 70/524/EEC of 23 November 1970 concerning additives in feedingstuffs (OJ L 270, 14.12.1970, p. 1).

⁽³⁾ Commission Regulation (EC) No 2148/2004 of 16 December 2004 concerning the permanent and provisional authorisations of certain additives and the authorisation of new uses of an additive already authorised in feedingstuffs (OJ L 370, 17.12.2004, p. 24).

⁽⁴⁾ Commission Regulation (EC) No 1520/2007 of 19 December 2007 concerning the permanent authorisations of certain additives in feedingstuffs (OJ L 335, 20.12.2007, p. 17).

⁽⁵⁾ EFSA Journal 2013; 11(7):3207.

⁽⁶⁾ EFSA Journal 2015; 13(3):4054.

- (7) Since safety reasons do not require the immediate application of the modifications to the conditions of authorisation, it is appropriate to allow a transitional period for interested parties to prepare themselves to meet the new requirements resulting from the authorisation.
- (8) The measures provided for in this Regulation are in accordance with the opinion of the Standing Committee on Plants, Animals, Food and Feed,

HAS ADOPTED THIS REGULATION:

Article 1

Authorisation

The preparation specified in the Annex, belonging to the additive category 'zootechnical additives' and to the functional group 'digestibility enhancers', is authorised as an additive in animal nutrition, subject to the conditions laid down in that Annex.

Article 2

Amendment to Regulation (EC) No 2148/2004

In Annex IV to Regulation (EC) No 2148/2004 the entry on E 1616, endo-1,4-beta-glucanase, is deleted.

Article 3

Amendment to Regulation (EC) No 1520/2007

Regulation (EC) No 1520/2007 is amended as follows:

- (1) Article 5 is deleted;
- (2) Annex V is deleted.

Article 4

Transitional measures

The preparation specified in the Annex, and feed containing that preparation, which is produced and labelled before 30 June 2016 in accordance with the rules applicable before 31 December 2015 may continue to be placed on the market and used until the existing stocks are exhausted.

Article 5

Entry into force

This Regulation shall enter into force on the twentieth day following that of its publication in the *Official Journal of the European Union*.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 10 December 2015.

For the Commission
The President
Jean-Claude JUNCKER

ANNEX

Identification number of the additive	Name of the holder of authorisation	Additive	Composition, chemical formula, description, analytical method	Species or category of animal	Maximum age	Minimum content	Maximum content	Other provisions	End of period of authorisation
						Units of activity/kg of complete feedingstuff with a moisture content of 12 %			

Category of zootechnical additives. Functional group: digestibility enhancers.

4a1616	Huvepharma NV	Endo-1,4-beta-glucanase EC 3.2.1.4	<p><i>Additive composition:</i></p> <p>Preparation of endo-1,4-beta-glucanase (EC 3.2.1.4) produced by <i>Trichoderma citrinoviride</i> Bisset (IM SD142) with a minimum activity of 2 000 CU ⁽¹⁾/g (solid and liquid form).</p> <p><i>Characterisation of the active substance:</i></p> <p>Endo-1,4-beta-glucanase (EC 3.2.1.4) produced by <i>Trichoderma citrinoviride</i> Bisset (IM SD142).</p> <p><i>Analytical method</i> ⁽²⁾:</p> <p>For the determination of endo-1,4-beta-glucanase in feed additive, premixtures and feedingstuffs:</p> <p>— colorimetric method based on the quantification of water soluble dyed fragments (azurine) produced by the action of endo-1,4-beta-glucanase on azurine-crosslinked cellulose.</p>	Chickens for fattening and minor poultry species for fattening	—	500 CU	—	<p>1. In the directions for use of the additive and premixture, indicate the storage conditions and stability to pelleting.</p> <p>2. For safety: breathing protection, glasses and gloves shall be used during handling.</p> <p>3. For use in weaned piglets until approximately 35 kg.</p>	31 December 2025
				Weaned piglets	—	350 CU	—		

⁽¹⁾ 1 CU is the amount of enzyme that liberates 0,128 micromoles of reducing sugars (glucose equivalents) from barley beta-glucan per minute at pH 4,5 and 30 °C.

⁽²⁾ Details of the analytical methods are available at the following address of the Reference Laboratory: <https://ec.europa.eu/jrc/en/eurl/feed-additives/evaluation-reports>

COMMISSION IMPLEMENTING REGULATION (EU) 2015/2306
of 10 December 2015
concerning the authorisation of L-cysteine hydrochloride monohydrate as a feed additive for cats
and dogs

(Text with EEA relevance)

THE EUROPEAN COMMISSION,

Having regard to the Treaty on the Functioning of the European Union,

Having regard to Regulation (EC) No 1831/2003 of the European Parliament and of the Council of 22 September 2003 on additives for use in animal nutrition ⁽¹⁾, and in particular Article 9(2) thereof,

Whereas:

- (1) Regulation (EC) No 1831/2003 provides for the authorisation of additives for use in animal nutrition and for the grounds and procedures for granting such authorisation. Article 10 of that Regulation provides for the re-evaluation of additives authorised pursuant to Council Directive 70/524/EEC ⁽²⁾.
- (2) L-cysteine hydrochloride monohydrate was authorised without a time limit in accordance with Directive 70/524/EEC as a feed additive for all animal species. This product was subsequently entered in the Register of feed additives as existing product, in accordance with Article 10(1) of Regulation (EC) No 1831/2003.
- (3) In accordance with Article 10(2) of Regulation (EC) No 1831/2003 in conjunction with Article 7 thereof, an application was submitted for the re-evaluation of L-cysteine hydrochloride monohydrate as a feed additive for cats and dogs. The applicant requested that additive be classified in the additive category 'sensory additives'. This application was accompanied by the particulars and documents required under Article 7(3) of Regulation (EC) No 1831/2003.
- (4) The European Food Safety Authority ('the Authority') concluded in its opinion of 10 October 2013 ⁽³⁾ that, under the proposed conditions of use in feed, L-cysteine hydrochloride monohydrate does not have adverse effects on animal health, human health or the environment. The Authority further stated that L-cystine and L-cysteine hydrochloride are flavouring agents authorised in food for which the efficacy is demonstrated although it is not clear that L-cysteine hydrochloride monohydrate is used as a flavouring in pet food in the same way as it is used in food. Considering the evidence provided by the applicant, the Authority also concluded that the efficacy of L-cysteine hydrochloride monohydrate with respect to the final concentration in feed cannot be assessed. However, the Authority also stated that this additive is authorised in food and, where the function for feed is essentially the same as that for food, no further demonstration of efficacy is necessary. Considering further evidence provided by the applicant the Commission concluded that, although L-cysteine hydrochloride monohydrate relates to a different chemical structure with respect to L-cystine and L-cysteine hydrochloride, the fact that the additive is monohydrated does not change its efficacy. The Commission also concluded that use levels for this additive are higher to the normal and maximum use levels reported in food for different types of products, therefore, there is sufficient evidence of the efficacy of this substance.
- (5) The Authority concluded that no safety concerns would arise for users provided that appropriate protective measures are taken. The Authority does not consider that there is a need for specific requirements of post-market monitoring. It also verified the report on the method of analysis of the feed additives in feed submitted by the Reference Laboratory set up by Regulation (EC) No 1831/2003.
- (6) The assessment of L-cysteine hydrochloride monohydrate shows that the conditions for authorisation, as provided for in Article 5 of Regulation (EC) No 1831/2003, are satisfied. Accordingly, the use of L-cysteine hydrochloride monohydrate should be authorised as specified in the Annex to this Regulation.
- (7) Since safety reasons do not require the immediate application of the modifications to the conditions of authorisation for L-cysteine hydrochloride monohydrate it is appropriate to allow a transitional period for interested parties to prepare themselves to meet the new requirements resulting from the authorisation.

⁽¹⁾ OJ L 268, 18.10.2003, p. 29.

⁽²⁾ Council Directive 70/524/EEC of 23 November 1970 concerning additives in feedingstuffs (OJ L 270, 14.12.1970, p. 1).

⁽³⁾ EFSA Journal 2013;11(10):3437

- (8) The measures provided for in this Regulation are in accordance with the opinion of the Standing Committee on Plants, Animals, Food and Feed,

HAS ADOPTED THIS REGULATION:

Article 1

Authorisation

The substance specified in the Annex, belonging to the additive category 'sensory additives' and to the functional group 'flavouring compounds', is authorised as a feed additive in animal nutrition subject to the conditions laid down in that Annex.

Article 2

Transitional Measures

1. The substance specified in the Annex and premixtures containing this substance, which are produced and labelled before 30 June 2016 in accordance with the rules applicable before 31 December 2015 may continue to be placed on the market and used until the existing stocks are exhausted.
2. Compound feed and feed materials containing the substance specified in the Annex which are produced and labelled before 31 December 2017 in accordance with the rules applicable before 31 December 2015 may continue to be placed on the market and used until the existing stocks are exhausted.

Article 3

Entry into force

This Regulation shall enter into force on the twentieth day following that of its publication in the *Official Journal of the European Union*.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 10 December 2015.

For the Commission
The President
Jean-Claude JUNCKER

—

ANNEX

Identification number of the additive	Name of the holder of authorisation	Additive	Composition, chemical formula, description, analytical method	Species or category of animal	Maximum age	Minimum content	Maximum content	Other provisions	End of period of authorisation
						mg of active substance/kg of complete feedingstuff with a moisture content of 12 %.			

Category: Sensory additives. Functional group: Flavouring compounds.

2b920	—	L-cysteine hydrochloride monohydrate	<p><i>Additive composition</i></p> <p>L-cysteine hydrochloride monohydrate.</p> <p><i>Characterisation of the active substance</i></p> <p>L-cysteine hydrochloride monohydrate</p> <p>$C_3H_7NO_2S \cdot HClH_2O$</p> <p>CAS No: 7048-04-6</p> <p>L-cysteine hydrochloride monohydrate solid form, produced by hydrolysis of keratin from avian feathers.</p> <p>Purity: min. 98,5 % assay.</p> <p><i>Method of analysis</i> ⁽¹⁾</p> <p>For the quantification of L-cysteine hydrochloride monohydrate in feed additive: titrimetry, European Pharmacopoeia (Ph. Eur. 6,0, method 01/2008:0895).</p> <p>For the quantification of Cyst(e)ine (including L-cysteine hydrochloride monohydrate) in premixtures and feedingstuffs: ion exchange chromatography method with post-column derivatisation and photometric detection: Commission Regulation (EC) No 152/2009 ⁽²⁾ (Annex III, F).</p>	Cats and dogs	—	—	—	<p>1. Indicate in the directions for use of the additive and premixture:</p> <ul style="list-style-type: none"> — the storage conditions; — supplementation with L-cysteine hydrochloride monohydrate shall depend on the requirements of cats and dogs for sulphur-containing amino acids and the level of other sulphur-containing amino acids in the ration. <p>2. For safety: breathing protection, safety glasses and gloves shall be worn during handling.</p>	31 December 2025
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⁽¹⁾ Details of the analytical methods are available at the following address of the Reference Laboratory: <https://ec.europa.eu/jrc/en/eurl/feed-additives/evaluation-reports>

⁽²⁾ Commission Regulation (EC) No 152/2009 of 27 January 2009 laying down the methods of sampling and analysis for the official control of feed (OJ L 54, 26.2.2009, p. 1).

COMMISSION IMPLEMENTING REGULATION (EU) 2015/2307**of 10 December 2015****concerning the authorisation of menadione sodium bisulphite and menadione nicotinamide bisulphite as feed additives for all animal species****(Text with EEA relevance)**

THE EUROPEAN COMMISSION,

Having regard to the Treaty on the Functioning of the European Union,

Having regard to Regulation (EC) No 1831/2003 of the European Parliament and of the Council of 22 September 2003 on additives for use in animal nutrition ⁽¹⁾, and in particular Article 9(2) thereof,

Whereas:

- (1) Regulation (EC) No 1831/2003 provides for the authorisation of additives for use in animal nutrition and for the grounds and procedures for granting such authorisation. Article 10 of that Regulation provides for the re-evaluation of additives authorised pursuant to Council Directive 70/524/EEC ⁽²⁾.
- (2) Vitamin K was authorised without a time limit in accordance with Directive 70/524/EEC as feed additive for all animal species. That product was subsequently entered in the Register of feed additives as an existing product, in accordance with Article 10(1) of Regulation (EC) No 1831/2003.
- (3) In accordance with Article 10(2) of Regulation (EC) No 1831/2003 in conjunction with Article 7 thereof, an application was submitted for the re-evaluation of the use of vitamin K₃ in the form of menadione sodium bisulphite and menadione nicotinamide bisulphite as feed additives for all animal species. The applicant requested that these additives be classified in the additive category 'nutritional additives'. This application was accompanied by the particulars and documents required under Article 7(3) of Regulation (EC) No 1831/2003.
- (4) The European Food Safety Authority ('the Authority') concluded in its opinion of 16 January 2014 ⁽³⁾ that, under the proposed conditions of use in feed, menadione sodium bisulphite and menadione nicotinamide bisulphite do not have adverse effects on animal health, human health or the environment.
- (5) The Authority further concluded that menadione sodium bisulphite and menadione nicotinamide bisulphite are effective sources of vitamin K and that no safety concerns would arise for users provided that appropriate protective measures are taken. The Authority does not consider that there is a need for specific requirements of post-market monitoring. It also verified the report on the method of analysis of the feed additives in feed submitted by the Reference Laboratory set up by Regulation (EC) No 1831/2003.
- (6) The assessment of menadione sodium bisulphite and menadione nicotinamide bisulphite shows that the conditions for authorisation, as provided for in Article 5 of Regulation (EC) No 1831/2003, are satisfied. Accordingly, the use of menadione sodium bisulphite and menadione nicotinamide bisulphite should be authorised as specified in the Annex to this Regulation.
- (7) Although the applicant withdrew the application for the use of menadione sodium bisulphite in water for drinking, this additive can be used within a compound feed subsequently administered via water.
- (8) Since safety reasons do not require the immediate application of the modifications to the conditions of authorisation for menadione sodium bisulphite and menadione nicotinamide bisulphite, it is appropriate to allow a transitional period for interested parties to prepare themselves to meet the new requirements resulting from the authorisation.
- (9) The measures provided for in this Regulation are in accordance with the opinion of the Standing Committee on Plants, Animals, Food and Feed,

⁽¹⁾ OJ L 268, 18.10.2003, p. 29.

⁽²⁾ Council Directive 70/524/EEC of 23 November 1970 concerning additives in feedingstuffs (OJ L 270, 14.12.1970, p. 1).

⁽³⁾ EFSA Journal 2014;12(1):3532.

HAS ADOPTED THIS REGULATION:

Article 1

Authorisation

The substances specified in the Annex, belonging to the additive category 'nutritional additives' and to the functional group 'vitamins, pro-vitamins and chemically well-defined substances having similar effect', are authorised as feed additives in animal nutrition subject to the conditions laid down in that Annex.

Article 2

Transitional measures

1. The substances specified in the Annex and premixtures containing these substances, which are produced and labelled before 30 June 2016 in accordance with the rules applicable before 31 December 2015 may continue to be placed on the market and used until the existing stocks are exhausted.
2. Compound feed and feed materials containing the substances specified in the Annex which are produced and labelled before 31 December 2016 in accordance with the rules applicable before 31 December 2015 may continue to be placed on the market and used until the existing stocks are exhausted if they are intended for food-producing animals.
3. Compound feed and feed materials containing the substances specified in the Annex which are produced and labelled before 31 December 2017 in accordance with the rules applicable before 31 December 2015 may continue to be placed on the market and used until the existing stocks are exhausted if they are intended for non-food-producing animals.

Article 3

Entry into force

This Regulation shall enter into force on the twentieth day following that of its publication in the *Official Journal of the European Union*.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 10 December 2015.

For the Commission
The President
Jean-Claude JUNCKER

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ANNEX

Identification number of the additive	Name of the holder of authorisation	Additive	Composition, chemical formula, description, analytical method	Species or category of animal	Maximum age	Minimum content	Maximum content	Other provisions	End of period of authorisation
						mg of active substance/kg of complete feedingstuff with a moisture content of 12 %			

Category of nutritional additives. Functional group: vitamins, pro-vitamins and chemically well-defined substances having similar effect

3a710	—	'Menadione sodium bisulphite' or 'Vitamin K ₃ '	<p><i>Additive composition</i></p> <p>Menadione sodium bisulphite</p> <p>Chromium ≤ 45 mg/kg</p> <p><i>Characterisation of the active substance</i></p> <p>Menadione sodium bisulphite</p> <p>C₁₁H₉NaO₅S·3H₂O</p> <p>CAS No: 6147-37-1</p> <p>Produced by chemical synthesis</p> <p>Purity: min. 96 % MSB complex which corresponds to min. 50 % menadione.</p> <p><i>Method of Analysis</i> ⁽¹⁾</p> <p>— For the determination of menadione sodium bisulphite in the feed additive: a spectrophotometric method using a visible detector at 635 nm (VDLUFA -Bd. III 13.7.1).</p> <p>— For the determination of menadione sodium bisulphite in premixtures and feedingstuffs: Normal Phase High-Performance Liquid Chromatograph coupled to UV detector-decree 29/04/2010, Official Italian Journal No 120 25/5/2010.</p>	All animal species	—	—	—	<ol style="list-style-type: none"> The additive shall be incorporated into feed in the form of a premixture. In the directions for use of the additive and premixtures, indicate the storage and stability conditions. The following equivalency shall be used if the amount of the additive is labelled: 1 mg vitamin K₃ = 1 mg of menadione = 2 mg of menadione sodium bisulphite. Appropriate measures shall be taken to avoid the chromium emission in the air and prevent the exposure by inhalation or by dermal route. If such measures are technically not feasible or not sufficient, protective measures shall be taken according to national regulations implementing Union legislation on health and safety at work including Council Directives 89/391/EEC ⁽²⁾, 89/656/EEC ⁽³⁾, 92/85/EEC ⁽⁴⁾ and 98/24/EC ⁽⁵⁾ and Directive 2004/37/EC of the European Parliament and of the Council ⁽⁶⁾. 	31 December 2025
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Identification number of the additive	Name of the holder of authorisation	Additive	Composition, chemical formula, description, analytical method	Species or category of animal	Maximum age	Minimum content	Maximum content	Other provisions	End of period of authorisation
						mg of active substance/kg of complete feedingstuff with a moisture content of 12 %			
								5. Appropriate protective gloves, respiratory and eye protection according to Council Directive 89/686/EEC (?) shall be worn during handling.	
3a711	—	'Menadione nicotinamide bisulphite' or 'Vitamin K ₃ '	<p><i>Additive composition</i></p> <p>Menadione nicotinamide bisulphite</p> <p>Chromium ≤ 142 mg/kg</p> <p><i>Characterisation of the active substance</i></p> <p>Menadione nicotinamide bisulphite</p> <p>C₁₁H₉O₅S·C₆H₇N₂O</p> <p>CAS No: 73581-79-0</p> <p>Produced by chemical synthesis</p> <p>Purity: min. 96 % menadione nicotinamide bisulphite complex which corresponds to min. 43,9 % menadione and min. 31,2 % nicotinamide</p> <p><i>Method of Analysis</i> (1)</p> <p>— For the determination menadione nicotinamide bisulphite in the feed additive: a spectrophotometric method using a visible detector at 635 nm (VDLUFA — Bd.III 13.7.1).</p>	All animal species	—	—	—	<ol style="list-style-type: none"> The additive shall be incorporated into feed in the form of a premixture. In the directions for use of the additive and premixtures, indicate the storage and stability conditions. The following equivalency shall be used if the amount of the additive is labelled: 1 mg vitamin K₃ = 1 mg of menadione = 2,27 mg of menadione nicotinamide bisulphite. Appropriate measures shall be taken to avoid the chromium emission in the air and prevent the exposure by inhalation or by dermal route. If such measures are technically not feasible or not sufficient, protective measures shall be taken according to national regulations implementing Union legislation on health and safety at work including Directives 89/391/EEC, 89/656/EEC, 92/85/EEC, 98/24/EC and 2004/37/EC. 	31 December 2025

Identification number of the additive	Name of the holder of authorisation	Additive	Composition, chemical formula, description, analytical method	Species or category of animal	Maximum age	Minimum content	Maximum content	Other provisions	End of period of authorisation
						mg of active substance/kg of complete feedingstuff with a moisture content of 12 %			
			— For the determination of menadione nicotinamide bisulphite in premixtures and feedingstuffs: Normal Phase High-Performance Liquid Chromatograph-decree 29/04/2010, Official Italian Journal No 120 25/5/2010.					5. Appropriate protective gloves, respiratory and eye protection according to Directive 89/686/EEC shall be worn during handling.	

(1) Details of the analytical methods are available at the following address of the European Union Reference Laboratory for Feed Additives: <https://ec.europa.eu/jrc/en/eurl/feed-additives/evaluation-reports>

(2) Council Directive 89/391/EEC of 12 June 1989 on the introduction of measures to encourage improvements in the safety and health of workers at work (OJ L 183, 29.6.1989, p. 1).

(3) Council Directive 89/656/EEC of 30 November 1989 on the minimum health and safety requirements for the use by workers of personal protective equipment at the workplace (OJ L 393, 30.12.1989, p. 18).

(4) Council Directive 92/85/EEC of 19 October 1992 on the introduction of measures to encourage improvements in the safety and health at work of pregnant workers and workers who have recently given birth or are breastfeeding (OJ L 348, 28.11.1992, p. 1).

(5) Council Directive 98/24/EC of 7 April 1998 on the protection of the health and safety of workers from the risks related to chemical agents at work (OJ L 131, 5.5.1998, p. 11).

(6) Directive 2004/37/EC of the European Parliament and of the Council of 29 April 2004 on the protection of workers from the risks related to exposure to carcinogens or mutagens at work (OJ L 158, 30.4.2004, p. 50).

(7) Council Directive 89/686/EEC of 21 December 1989 on the approximation of the laws of the Member States relating to personal protective equipment (OJ L 399, 30.12.1989, p. 18).

COMMISSION IMPLEMENTING REGULATION (EU) 2015/2308**of 10 December 2015****establishing the standard import values for determining the entry price of certain fruit and vegetables**

THE EUROPEAN COMMISSION,

Having regard to the Treaty on the Functioning of the European Union,

Having regard to Regulation (EU) No 1308/2013 of the European Parliament and of the Council of 17 December 2013 establishing a common organisation of the markets in agricultural products and repealing Council Regulations (EEC) No 922/72, (EEC) No 234/79, (EC) No 1037/2001 and (EC) No 1234/2007 ⁽¹⁾,

Having regard to Commission Implementing Regulation (EU) No 543/2011 of 7 June 2011 laying down detailed rules for the application of Council Regulation (EC) No 1234/2007 in respect of the fruit and vegetables and processed fruit and vegetables sectors ⁽²⁾, and in particular Article 136(1) thereof,

Whereas:

- (1) Implementing Regulation (EU) No 543/2011 lays down, pursuant to the outcome of the Uruguay Round multilateral trade negotiations, the criteria whereby the Commission fixes the standard values for imports from third countries, in respect of the products and periods stipulated in Annex XVI, Part A thereto.
- (2) The standard import value is calculated each working day, in accordance with Article 136(1) of Implementing Regulation (EU) No 543/2011, taking into account variable daily data. Therefore this Regulation should enter into force on the day of its publication in the *Official Journal of the European Union*,

HAS ADOPTED THIS REGULATION:

Article 1

The standard import values referred to in Article 136 of Implementing Regulation (EU) No 543/2011 are fixed in the Annex to this Regulation.

Article 2

This Regulation shall enter into force on the day of its publication in the *Official Journal of the European Union*.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 10 December 2015.

*For the Commission,
On behalf of the President,*

Jerzy PLEWA

Director-General for Agriculture and Rural Development

⁽¹⁾ OJ L 347, 20.12.2013, p. 671.

⁽²⁾ OJ L 157, 15.6.2011, p. 1.

ANNEX

Standard import values for determining the entry price of certain fruit and vegetables

(EUR/100 kg)		
CN code	Third country code ⁽¹⁾	Standard import value
0702 00 00	MA	94,8
	TR	83,5
	ZZ	89,2
0707 00 05	MA	90,3
	TR	152,1
	ZZ	121,2
0709 93 10	MA	61,3
	TR	151,4
	ZZ	106,4
0805 10 20	MA	71,7
	TR	62,0
	ZA	67,0
	ZW	32,0
	ZZ	58,2
0805 20 10	MA	73,5
	ZZ	73,5
0805 20 30, 0805 20 50, 0805 20 70, 0805 20 90	TR	83,1
	ZA	96,8
	ZZ	90,0
0805 50 10	TR	94,3
	ZZ	94,3
0808 10 80	AU	155,4
	CL	80,0
	NZ	213,1
	US	119,6
	ZA	187,3
	ZZ	151,1
0808 30 90	CN	58,1
	TR	130,9
	ZZ	94,5

⁽¹⁾ Nomenclature of countries laid down by Commission Regulation (EU) No 1106/2012 of 27 November 2012 implementing Regulation (EC) No 471/2009 of the European Parliament and of the Council on Community statistics relating to external trade with non-member countries, as regards the update of the nomenclature of countries and territories (OJ L 328, 28.11.2012, p. 7). Code 'ZZ' stands for 'of other origin'.

DECISIONS

COUNCIL DECISION (CFSP) 2015/2309

of 10 December 2015

on the promotion of effective arms export controls

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty on European Union, and in particular Articles 26(2) and 31(1) thereof,

Having regard to the proposal from the High Representative of the Union for Foreign Affairs and Security Policy,

Whereas:

- (1) The European Security Strategy adopted by Heads of State and Government on 12 December 2003 outlines five key challenges to be addressed by the Union: terrorism, the proliferation of weapons of mass destruction, regional conflicts, state failure, and organised crime. The consequences of the uncontrolled circulation of conventional weapons are central to four of those five challenges. That strategy underlines the importance of export controls in containing weapons proliferation.
- (2) On 5 June 1998, the Union adopted a politically binding Code of Conduct on Arms Exports, setting common criteria for the regulation of the legal trade in conventional weapons.
- (3) The EU Strategy to combat illicit accumulation and trafficking of small arms and light weapons (SALW) and their ammunition, adopted by the European Council on 15 and 16 December 2005, provides that the Union, at regional and international levels, supports the strengthening of export controls and the promotion of the criteria of the Code of Conduct on Arms Exports by, inter alia, helping non-EU countries to draft relevant domestic legislation and promoting measures to improve transparency.
- (4) The Code of Conduct on Arms Exports was replaced on 8 December 2008 by Council Common Position 2008/944/CFSP ⁽¹⁾, which is legally binding and establishes eight criteria against which applications for export of conventional arms are to be assessed. It also includes a notification and consultation mechanism for arms exports denials, and transparency measures such as the yearly publication of an EU Annual Report on arms exports. A number of non-EU countries have aligned themselves with Common Position 2008/944/CFSP.
- (5) Article 11 of Common Position 2008/944/CFSP states that Member States are to use their best endeavours to encourage other States which export military technology or equipment to apply the criteria of that Common Position.
- (6) The Arms Trade Treaty (ATT) was adopted by the UN General Assembly on 2 April 2013 and entered into force on 24 December 2014. The ATT aims to strengthen transparency and responsibility in arms trade. As with Common Position 2008/944/CFSP, the ATT lays down a number of risk assessment criteria against which arms exports have to be assessed. The Union concretely supports the effective implementation and universalisation of the ATT via its dedicated programme adopted under Council Decision 2013/768/CFSP ⁽²⁾. That programme assists a number of non-EU countries, upon their request, in strengthening their arms transfer control systems in line with the requirements of the ATT.
- (7) It is therefore important to ensure complementarity between outreach and assistance activities provided for in this Decision and those provided for in Decision 2013/768/CFSP. Albania, Bosnia and Herzegovina, the former Yugoslav Republic of Macedonia, Serbia, Montenegro, Kosovo *, Algeria, Egypt, Libya, Morocco, Tunisia,

⁽¹⁾ Council Common Position 2008/944/CFSP of 8 December 2008 defining common rules governing control of exports of military technology and equipment (OJ L 335, 13.12.2008, p. 99).

⁽²⁾ Council Decision 2013/768/CFSP of 16 December 2013 on EU activities in support of the implementation of the Arms Trade Treaty, in the framework of the European Security Strategy (OJ L 341, 18.12.2013, p. 56).

* This designation is without prejudice to positions on status, and is in line with UNSCR 1244(1999) and the ICJ Opinion on the Kosovo Declaration of Independence.

Armenia, Azerbaijan, Belarus, Georgia, Republic of Moldova, Ukraine, Benin, Burkina Faso, Cap Verde, Cote d'Ivoire, Gambia, Ghana, Guinea, Guinea Bissau, Liberia, Mali, Niger, Nigeria, Senegal, Sierra Leone, Togo, Mauritania, Cameroon, Chad and China have been identified as beneficiaries under this Decision. Where relevant, beneficiaries identified by this Decision which have not taken any step towards signature of, and accession to, the ATT should be encouraged to do so via the activities carried out under this Decision. Likewise, where relevant, beneficiaries that have signed the ATT but not yet ratified it should be encouraged to ratify it. If implemented successfully, this Decision could therefore also operate as a gateway towards enhanced ATT-related assistance under Decision 2013/768/CFSP.

- (8) Union activities promoting effective and transparent arms export controls have developed since 2008 pursuant to Council Joint Action 2008/230/CFSP ⁽¹⁾ and Council Decisions 2009/1012/CFSP ⁽²⁾ and 2012/711/CFSP ⁽³⁾. Those activities have notably supported further regional cooperation, enhanced transparency and greater responsibility in line with the principles of Common Position 2008/944/CFSP and the risk assessment criteria enshrined therein. The activities in question have traditionally addressed third countries of the eastern and southern neighbourhoods of the Union.
- (9) In recent years, the Union has also provided assistance to improve export controls of dual-use goods in non-EU countries, in the framework of projects undertaken under Union financial instruments other than the Common Foreign and Security Policy (CFSP) budget. Those efforts have been furthered under the Centres of Excellence Initiative. Coordination with those activities relevant to dual use export controls should be ensured.
- (10) The German Federal Office for Economic Affairs and Export Control ('BAFA') has been entrusted by the Council with the technical implementation of Decisions 2009/1012/CFSP and 2012/711/CFSP. It has successfully completed the organisation of all activities provided for in those Decisions. BAFA is also the implementing agency for projects supporting the effective implementation of the Arms Trade Treaty under Decision 2013/768/CFSP. Against this background, the selection of BAFA as the implementing agency for Union activities under this Decision is justified by its proven experience, qualifications and necessary expertise over the full range of relevant Union arms export control activities. Selecting BAFA will facilitate the identification of synergies between the ATT outreach programme and the activities under this Decision,

HAS ADOPTED THIS DECISION:

Article 1

1. For the purpose of promoting peace and security, and in line with the European Security Strategy, the Union shall pursue the following objectives:
- (a) to promote effective controls on arms exports by non-EU countries in accordance with the principles set out in Common Position 2008/944/CFSP and in the Arms Trade Treaty, and seek, where appropriate, complementarity and synergies with Union assistance projects in the field of export controls on dual-use goods;
 - (b) to support non-EU countries' efforts at domestic and regional levels in order to render trade in conventional weapons more responsible and transparent.
2. The Union shall pursue the objectives referred to in paragraph 1 through the following project activities:
- (a) further promoting, among non-EU countries, the criteria and principles set out in Common Position 2008/944/CFSP and in the Arms Trade Treaty, based on the achievements reached through the implementation of Decisions 2012/711/CFSP and 2009/1012/CFSP and of Joint Action 2008/230/CFSP;
 - (b) assisting non-EU countries in drafting, updating, and implementing, as appropriate, relevant legislative and administrative measures which aim to establish an effective system of conventional arms export controls;

⁽¹⁾ Council Joint Action 2008/230/CFSP of 17 March 2008 on support for EU activities in order to promote the control of arms exports and the principles and criteria of the EU Code of Conduct on Arms Exports among third countries (OJ L 75, 18.3.2008, p. 81).

⁽²⁾ Council Decision 2009/1012/CFSP of 22 December 2009 on support for EU activities in order to promote the control of arms exports and the principles and criteria of Common Position 2008/944/CFSP among third countries (OJ L 348, 29.12.2009, p. 16).

⁽³⁾ Council Decision 2012/711/CFSP of 19 November 2012 on support for Union activities in order to promote, among third countries, the control of arms exports and the principles and criteria of Common Position 2008/944/CFSP (OJ L 321, 20.11.2012, p. 62).

- (c) assisting beneficiaries in the training of licensing and enforcement officers to ensure adequate implementation and enforcement of arms export controls;
- (d) promoting transparency and responsibility in international arms trade, including through support to national and regional measures promoting transparency and appropriate scrutiny in the exports of conventional weapons;
- (e) encouraging those beneficiaries which have not taken any steps towards signature of, and accession to, the ATT to join the ATT and to encourage signatories to ratify it;
- (f) promoting further consideration of the risk of arms diversion and its mitigation, both from the importing and exporting perspectives.

A detailed description of the project activities referred to in this paragraph is set out in the Annex.

Article 2

1. The High Representative of the Union for Foreign Affairs and Security Policy (the 'High Representative') shall be responsible for the implementation of this Decision.
2. The technical implementation of the project activities referred to in Article 1(2) shall be carried out by BAFA.
3. BAFA shall perform its tasks under the responsibility of the High Representative. For that purpose, the High Representative shall enter into the necessary arrangements with BAFA.

Article 3

1. The financial reference amount for the implementation of the project activities referred to in Article 1(2) shall be EUR 999 000.
2. The expenditure financed by the amount set out in paragraph 1 shall be managed in accordance with the procedures and rules applicable to the Union's budget.
3. The Commission shall supervise the proper management of the financial reference amount referred to in paragraph 1. For that purpose, it shall conclude a financing agreement with BAFA. The agreement shall stipulate that BAFA is to ensure that the visibility of the Union's contribution is appropriate to its size.
4. The Commission shall endeavour to conclude the financing agreement referred to in paragraph 3 as soon as possible after the entry into force of this Decision. It shall inform the Council of any difficulties in that process and of the date of conclusion of the financing agreement.

Article 4

The High Representative shall report to the Council on the implementation of this Decision on the basis of regular reports prepared by BAFA. Those reports shall form the basis for the evaluation carried out by the Council. The Commission shall report on the financial aspects of the implementation of the project activities referred to in Article 1(2).

Article 5

This Decision shall enter into force on the date of its adoption.

It shall expire 30 months after the date of conclusion of the financing agreement referred to in Article 3(3), or 6 months after the date of its adoption if no financing agreement has been concluded within that period.

Done at Brussels, 10 December 2015.

For the Council
The President
F. BAUSCH

ANNEX

PROJECT ACTIVITIES REFERRED TO IN ARTICLE 1(2)

1. OBJECTIVES

The objectives of this Decision are to promote improved controls on arms transfers and to support efforts, at domestic and regional levels, to render international trade in conventional weapons more responsible and transparent. Where relevant, they should include the promotion of the principles and criteria set out in Common Position 2008/944/CFSP and in the Arms Trade Treaty. Those objectives should be pursued in seeking, where appropriate, complementarity and synergies with the Union's assistance projects in the field of export controls on dual-use goods.

In order to achieve the abovementioned objectives, the Union should continue to promote the standards of Common Position 2008/944/CFSP, building on the achievements reached through the implementation of Decisions 2012/711/CFSP, 2009/1012/CFSP and Joint Action 2008/230/CFSP. For that purpose, assistance should be provided to beneficiaries to draft, update and implement, as appropriate, relevant legislative and administrative measures supporting an effective system of conventional arms transfer controls. Support should also be provided regarding the assessment and mitigation of the risk of arms diversion.

Support should also be given to the training of licensing and enforcement officers responsible for the implementation and enforcement of arms transfer controls, and to national and regional measures promoting transparency and appropriate scrutiny over exports of conventional weapons. Furthermore, contacts with the private sector and compliance with relevant national legal and administrative provisions that regulate the transfer of arms should be promoted.

2. SELECTION OF THE IMPLEMENTING AGENCY

The implementation of this Decision is entrusted to BAFA. BAFA will, where appropriate, partner with Member States' export control agencies, relevant regional and international organisations, think tanks, research institutes and NGOs.

BAFA has top-ranking experience in the provision of export control assistance and outreach activities. It has developed such experience in all the relevant fields of strategic export control, addressing the CBRN-related, dual-use goods and arms areas. Through those programmes and activities, BAFA has gained in-depth knowledge of the export control systems of most of the beneficiaries covered by this Decision.

With regard to arms export control assistance and outreach, BAFA successfully completed the implementation of Decisions 2009/1012/CFSP and 2012/711/CFSP. BAFA is also in charge of the technical implementation of the ATT implementation support programme established by Decision 2013/768/CFSP.

The overall effect is that BAFA is uniquely placed to identify the strengths and weaknesses in the export control systems of the beneficiaries of the activities provided for in this Decision. It is thus most able to facilitate synergies between the various arms export control assistance and outreach programmes and to avoid unnecessary duplication.

3. COORDINATION WITH OTHER UNION ASSISTANCE PROJECTS IN THE FIELD OF EXPORT CONTROLS

Based on the experience of previous Union outreach activities in the field of exports controls covering both dual-use goods and conventional arms, synergy and complementarity should be sought. To that end, the activities referred to in points 4.2.1 to 4.2.3 should be carried out, where appropriate, in conjunction with other activities on dual-use goods export controls, financed through Union financial instruments other than CFSP budget. In particular, back-to-back events should be explored. This should be done in full respect of the legal and financial limitations set for the use of relevant Union financial instruments.

4. DESCRIPTION OF PROJECT ACTIVITIES

4.1. **Project objectives**

The main objective is to provide technical assistance to a number of beneficiaries which have demonstrated their willingness to develop their standards and practices regarding arms export control. To do so, the activities to be undertaken will pay attention to the status of the beneficiaries, in particular regarding:

- the possible membership of, or membership application for, international export control regimes relating to the transfer of conventional arms and dual-use goods and technologies,
- the candidatures for membership of the Union and whether the beneficiaries are official candidates or potential candidates,
- the position regarding the ATT.

Where the beneficiaries addressed are only signatory to the ATT, the activities should — where feasible — seek to better ascertain the obstacles to ratification, in particular when those obstacles are of a technical nature and related to gaps or needs in implementation capacities. Where relevant, possible Union support under Decision 2013/768/CFSP should be promoted. Where the beneficiaries addressed have taken no steps towards signature and ratification of, and accession to, the ATT, the activities should promote accession to the ATT, possibly with the support of other beneficiaries that have ratified the ATT.

Another complementary objective is to sensitise a number of beneficiaries to arms diversion risk-assessment and arms diversion mitigation, both from the exporting and importing perspectives. Activities driven by this complementary objective will notably enable to relate arms transfer controls to other projects that aim at preventing arms diversion such as physical security and stockpile management (PSSM) activities and activities supporting the traceability of arms and ammunition.

4.2. **Project description**

4.2.1. *Regional workshops*

The project will take the form of up to six 2-day workshops, providing training in relevant areas of conventional arms export controls.

Participants in the workshop (up to 30) would include government, licensing and enforcement officials of the beneficiaries covered. Representatives from parliaments, and industry and civil society representatives may also be invited, as appropriate.

Training will be given by experts from Member States' national administrations, including former officials, representatives of countries that have aligned themselves with Common Position 2008/944/CFSP, representatives of the private sector and civil society.

The workshops may take place in a location to be determined by the High Representative in consultation with the Council Working Party on Conventional Arms Exports (COARM).

The regional workshops will be organised as follows:

- (a) up to two workshops in South Eastern Europe;
- (b) up to two workshops for the Eastern European and Caucasian countries of the European Neighbourhood Policy;
- (c) up to two workshops for the North African Mediterranean countries of the European Neighbourhood Policy.

This regional breakdown of two workshops per region may not be achieved if circumstances are not propitious, for example if the number of participants is unexpectedly too low, if there is no serious offer to host by any beneficiary of the region, or if there is duplication with other activities of other outreach providers. In such a case of non-implementation in one or two regions, the number of workshops in the other region(s) could be increased accordingly within the global ceiling of six workshops.

4.2.2. Study visits

The project will take the form of up to six 2-day study visits of government, licensing and enforcement officials to the relevant authorities of Member States. Study visits should cover at least three beneficiaries and include at least one beneficiary that has not ratified the ATT.

4.2.3. Individual assistance to beneficiaries

The project will take the form of up to 30 days of workshops, preferably *in situ*, for individual beneficiaries in which government, licensing and enforcement officials will participate. Depending on the exact needs and availability of the beneficiaries' and EU Member States' experts, the overall 30 days available will be allocated with a minimum 2-day format up to a maximum 5-day one.

Expertise will be shared by experts from Member States' national administrations (including former officials), representatives of countries that have aligned themselves with Common Position 2008/944/CFSP, or representatives of the private sector and civil society.

Those individual assistance workshops will be mainly held upon request of the beneficiaries. They are meant to address specific issues or specific needs raised by the beneficiary, for instance in the margins of a regional workshop or during regular contacts with Union experts and with the implementing agency.

4.2.4. Application of control lists

The implementing agency shall set up a pool of technical experts in the application of export control lists. The experts shall be selected from the largest possible array of Member States.

An amount of 100 working hours (based on the standard expert fees set out in point 5) will be available to assign requests on the application of control lists tabled by the relevant authorities of the beneficiaries to the experts (subject to their availability). The implementing agency will develop templates for such requests, with due consideration for the informal nature of the rating opinion and to the issue of confidentiality.

4.2.5. Final assessment event

In order to provide a final evaluation of the activities under this Decision a 2-day event will be organised in Brussels with the joint participation of beneficiaries and Member States, if possible back-to-back with a COARM meeting.

Up to two representatives (government, licensing and enforcement officials) of each beneficiary referred to in point 6.1 will be invited.

4.2.6. Arms diversion-related activities

This project will take the form of two workshops for Western African and Sahel countries and China as follows:

- one 2-day initial 'kick off' workshop for up to two representatives of the beneficiaries,
- one 2-day final workshop for up to three representatives of the beneficiaries.

The workshops should take place in the Western African and Sahel countries.

5. EXPERTS FEES

Experts fees are made available for activities under 4.2.2 to 4.2.4. Regarding activities under 4.2.4, experts fees will be broken down hourly depending on the actual time (measured in hours) spent on commodity identification requests. A maximum of 100 expert fees (800 hours) is expected.

6. BENEFICIARIES

6.1. Beneficiaries of activities under 4.2.1 to 4.2.5

- (i) South Eastern European (Albania, Bosnia and Herzegovina, the former Yugoslav Republic of Macedonia, Montenegro, Serbia and Kosovo*);
- (ii) North African Mediterranean countries of the European Neighbourhood Policy (Algeria, Egypt, Libya, Morocco and Tunisia);
- (iii) Eastern European and Caucasian countries of the European Neighbourhood Policy (Armenia, Azerbaijan, Belarus, Georgia, Moldova and Ukraine).

6.2. Beneficiaries of activities under 4.2.6

ECOWAS countries (Benin, Burkina Faso, Cap Verde, Cote d'Ivoire, Gambia, Ghana, Guinea, Guinea Bissau, Liberia, Mali, Niger, Nigeria, Senegal, Sierra Leone, Togo), Mauritania, Cameroon, Chad and China.

6.3. Amendment to the scope of beneficiaries

The COARM Working Party may, upon a proposal from the High Representative, decide to modify the list of beneficiaries based on an appropriate justification.

7. PROJECTS RESULTS AND IMPLEMENTATION INDICATORS

In addition to the final assessment event referred to in 4.2.5, the assessment of the results of the project will take into account the following:

7.1. Individual assessment of beneficiaries

Upon completion of the activities, the implementing agency shall provide the EEAS and the Commission with a progress report on each of the beneficiaries referred to in 6.1. That report will be prepared in liaison with the EU Delegations concerned and will recap the activities that took place over the duration of the Decision. The report will also assess the beneficiary's capacities devoted to arms transfer controls. Where the beneficiary is party to the ATT, the assessment will cover how the capacities in place enable the implementation of the ATT.

7.2. Impact assessment and implementation indicators

The impact of activities provided for by this Decision should be technically assessed upon their completion for the beneficiaries referred to in 6.1. The impact assessment will be carried out by the High Representative, in cooperation with COARM and, as appropriate, with the EU Delegations concerned, as well as with other relevant stakeholders.

For that purpose, the following indicators will be used:

- whether relevant internal regulations on arms transfer controls are in place and whether/to which extent they meet the provisions of Common Position 2008/944/CFSP, inter alia, application of the assessment criteria, implementation of the EU common military list, reporting,

- where available, information on enforcement cases,
- whether the beneficiaries are able to report arms exports and/or imports, taking into account, inter alia, the UN register, ATT annual reporting, national reports,
- whether the beneficiary has or intends to officially align itself with Common Position 2008/944/CFSP.

The individual assessment reports under 7.1 should refer to those implementation indicators, as appropriate.

8. PROMOTING THE USE OF THE EU OUTREACH WEB PORTAL

The web portal foreseen in Decision 2012/711/CFSP has been developed as an EU-owned resource (<https://export-control.jrc.ec.europa.eu>). It operates as a joint platform for all the EU outreach programmes (dual-use, arms, ATT). The activities listed under 4.2.1 to 4.2.5 shall raise the awareness of the EU outreach web portal and promote its use. Participants in outreach activities should be informed on the web portal's private section that offers permanent access to resources, documents and contacts. Likewise, use of the web portal should be promoted to other officials who could not directly participate in assistance and outreach activities.

9. EU VISIBILITY

The implementing agency shall take all appropriate measures to publicise the fact that the action is funded by the European Union. Such measures will be implemented in accordance with the Communication and visibility manual for EU external actions published by the European Commission. The agency will thus ensure the visibility of the Union contribution with appropriate branding and publicity, highlighting the role of the Union and raising awareness of the reasons for the Decision as well as Union support for the Decision and the results of that support. Material produced by the project will prominently display the Union flag in accordance with Union relevant guidelines.

Given that planned activities vary greatly in scope and character, a range of promotional tools will be used, including: traditional media, website, social media, informational and promotional materials including infographics, leaflets, newsletters, press releases and others as appropriate. Publications, public events, procured under the project will be branded accordingly.

10. DURATION

The total estimated duration of the project will be 24 months.

11. REPORTING

The implementing agency shall prepare quarterly regular reports, including after the completion of each of the activities. The reports shall be submitted to the High Representative no later than 6 weeks after the completion of relevant activities.

12. ESTIMATED TOTAL COST OF THE PROJECT AND UNION FINANCIAL CONTRIBUTION

The total estimated cost of the project is EUR 1 110 000 with co-financing from Germany. The total estimated cost of the EU financed project is EUR 999 000.

COUNCIL DECISION (CFSP) 2015/2310
of 10 December 2015
amending Decision 2013/189/CFSP establishing a European Security and Defence College

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty on European Union, and in particular Article 42(4) thereof,

Having regard to the proposal from the High Representative of the Union for Foreign Affairs and Security Policy,

Whereas:

- (1) On 22 April 2013, the Council adopted Decision 2013/189/CFSP establishing a European Security and Defence College ⁽¹⁾.
- (2) On 22 July 2014, the Council adopted Decision 2014/491/CFSP amending Decision 2013/189/CFSP ⁽²⁾.
- (3) Decision 2013/189/CFSP, as amended by Decision 2014/491/CFSP, provides for a financial reference amount for the first 12 months from 1 August 2013 to 31 July 2014 and for the subsequent period from 1 August 2014 to 31 December 2015.
- (4) On 25 March 2014 the Steering Committee established by Decision 2013/189/CFSP agreed that the period of the financing agreement should be aligned with the annual accounting period, running from 1 January to 31 December, so as to require only one set of accounts from 2016 onwards.
- (5) A new financial reference amount for the period from 1 January 2016 to 31 December 2016 should therefore be established.
- (6) Decision 2013/189/CFSP should therefore be amended accordingly,

HAS ADOPTED THIS DECISION:

Article 1

Article 16(2) of Decision 2013/189/CFSP is replaced by the following:

'2. The financial reference amount intended to cover the expenditure of the ESDC during the first 12 months after the conclusion of the financing agreement referred to in paragraph 3 shall be EUR 535 000.

The financial reference amount intended to cover the expenditure of the ESDC during the period from 1 August 2014 to 31 December 2015 shall be EUR 756 000.

The financial reference amount intended to cover the expenditure of the ESDC during the period from 1 January 2016 to 31 December 2016 shall be EUR 630 000.

The financial reference amounts intended to cover the expenditure of the ESDC for subsequent periods shall be decided by the Council.'

Article 2

This Decision shall enter into force on the date of its adoption.

Done at Brussels, 10 December 2015.

For the Council

The President

F. BAUSCH

⁽¹⁾ Council Decision 2013/189/CFSP of 22 April 2013 establishing a European Security and Defence College (ESDC) and repealing Joint Action 2008/550/CFSP (OJ L 112, 24.4.2013, p. 22).

⁽²⁾ Council Decision 2014/491/CFSP of 22 July 2014 amending Decision 2013/189/CFSP establishing a European Security and Defence College (ESDC) (OJ L 218, 24.7.2014, p. 6).

COMMISSION IMPLEMENTING DECISION (EU) 2015/2311**of 9 December 2015****amending Implementing Decisions (EU) 2015/1500 and (EU) 2015/2055 on protective measures against lumpy skin disease in Greece***(notified under document C(2015) 8585)***(Only the Greek text is authentic)****(Text with EEA relevance)**

THE EUROPEAN COMMISSION,

Having regard to the Treaty on the Functioning of the European Union,

Having regard to Council Directive 89/662/EEC of 11 December 1989 concerning veterinary checks in intra-Community trade with a view to the completion of the internal market ⁽¹⁾, and in particular Article 9(4) thereof,

Having regard to Council Directive 90/425/EEC of 26 June 1990 concerning veterinary and zootechnical checks applicable in intra-Community trade in certain live animals and products with a view to the completion of the internal market ⁽²⁾, and in particular Article 10(4) thereof,

Having regard to Council Directive 92/119/EEC of 17 December 1992 introducing general Community measures for the control of certain animal diseases and specific measures relating to swine vesicular disease ⁽³⁾, and in particular paragraphs (1)(a), (3)(a) and (6) of Article 19 thereof,

Having regard to Council Directive 2002/99/EC of 16 December 2002 laying down the animal health rules governing the production, processing, distribution and introduction of products of animal origin for human consumption ⁽⁴⁾, and in particular Article 4(3) thereof,

Whereas:

- (1) Directive 92/119/EEC lays down general measures for the control of certain animal diseases. These include measures to be taken in the event of a suspicion and the confirmation of lumpy skin disease (LSD) in a holding, the measures to be taken in restriction zones and other additional measures to control the disease. Those measures also provide for emergency vaccination in case of an outbreak of LSD as a supplement to other control measures.
- (2) Commission Implementing Decision (EU) 2015/1500 ⁽⁵⁾ lays down comprehensive protective measures and restrictions on the movement and dispatch of bovine animals and semen thereof, as well as the placing on the market of certain animal products from certain areas of Greece affected by lumpy skin disease.
- (3) Commission Implementing Decision (EU) 2015/2055 ⁽⁶⁾ lays down the conditions for setting out the programme for emergency vaccination of bovine animals against lumpy skin disease in Greece. Furthermore, Implementing Decision (EU) 2015/2055 has amended certain provisions of Implementing Decision (EU) 2015/1500 and has extended the restricted zone in order to include not only the regional unit of Evros, but also the regional units of Rodopi, Xanthi, Kavala and Limnos.
- (4) On 19 October 2015, the Greek authorities notified the Commission of additional outbreaks in the regional unit of Chalkidiki and again on 21 October 2015 on their intention to apply vaccination against lumpy skin disease in the regional units of Chalkidiki, Thessaloniki and Kilkis and on 11 November on their intention to apply vaccination in the regional units of Drama and Serres. This requires to enlarge the restricted zone set out in the Annex to Implementing Decision (EU) 2015/1500 as well as the area where vaccination may be carried out as set out in Annex I to Implementing Decision (EU) 2015/2055.

⁽¹⁾ OJ L 395, 30.12.1989, p. 13.

⁽²⁾ OJ L 224, 18.8.1990, p. 29.

⁽³⁾ OJ L 62, 15.3.1993, p. 69.

⁽⁴⁾ OJ L 18, 23.1.2003, p. 11.

⁽⁵⁾ Commission Implementing Decision (EU) 2015/1500 of 7 September 2015 concerning certain protective measures against lumpy skin disease in Greece and repealing Implementing Decision (EU) 2015/1423 (OJ L 234, 8.9.2015, p. 19).

⁽⁶⁾ Commission Implementing Decision (EU) 2015/2055 of 10 November 2015 laying down the conditions for setting out the programme for emergency vaccination of bovine animals against lumpy skin disease in Greece and amending Implementing Decision (EU) 2015/1500 (OJ L 300, 17.11.2015, p. 31).

- (5) Implementing Decision (EU) 2015/1500 and Implementing Decision (EU) 2015/2055 should therefore be amended accordingly.
- (6) The measures provided for in this Decision are in accordance with the opinion of the Standing Committee on Plants, Animals, Food and Feed,

HAS ADOPTED THIS DECISION:

Article 1

The Annex to Implementing Decision (EU) 2015/1500 is replaced by the following:

‘ANNEX

RESTRICTED ZONES REFERRED TO IN ARTICLE 2(b)

The following regional units in Greece:

- Regional unit of Evros
- Regional unit of Rodopi
- Regional unit of Xanthi
- Regional unit of Kavala
- Regional unit of Chalkidiki
- Regional unit of Thessaloniki
- Regional unit of Kilgis
- Regional unit of Limnos
- Regional unit of Drama
- Regional unit of Serres.’

Article 2

Annex I to Implementing Decision (EU) 2015/2055 is replaced by the following:

‘ANNEX I

The following regional units in Greece:

- Regional unit of Evros
- Regional unit of Rodopi
- Regional unit of Xanthi
- Regional unit of Kavala
- Regional unit of Chalkidiki
- Regional unit of Thessaloniki
- Regional unit of Kilgis
- Regional unit of Limnos

- Regional unit of Drama
- Regional unit of Serres.’

Article 3

This Decision is addressed to the Hellenic Republic.

Done at Brussels, 9 December 2015.

For the Commission
Vytenis ANDRIUKAITIS
Member of the Commission

CORRIGENDA

Corrigendum to Commission Implementing Regulation (EU) 2015/608 of 14 April 2015 amending Regulation (EC) No 798/2008 as regards the entries for Ukraine and Israel in the list of third countries, the approval of the control programme of Ukraine for *Salmonella* in laying hens, the veterinary certification requirements concerning Newcastle disease and processing requirements for egg products

(Official Journal of the European Union L 101 of 18 April 2015)

On page 4, in Article 2:

for: 'Part 1 of Annex I to Regulation (EC) No 798/2008 is amended in accordance with the Annex to this Regulation',

read: 'Annexes I and III to Regulation (EC) No 798/2008 are amended in accordance with the Annex to this Regulation'.

Corrigendum to Commission Implementing Regulation (EU) 2015/1884 of 20 October 2015 amending Annex I to Regulation (EC) No 798/2008 as regards the entries for Canada and the United States in the list of third countries, territories, zones or compartments from which poultry and poultry products may be imported into or transit through the Union in relation to highly pathogenic avian influenza outbreaks in these countries

(Official Journal of the European Union L 276 of 21 October 2015)

On page 32, in the Annex, concerning the amendments to be made to Part 1 of Annex I to Commission Regulation (EC) No 798/2008, as regards the replacement of the entry for 'CA-Canada', in the row concerning code CA-2.2:

for:

'CA — Canada	CA-2.2	Area in the Province of Ontario delimited by the following boundaries:	WGM	VIII	P2				
		— from County Road 119 where it meets County Road 64 and 25th Line,	POU, RAT						
		— north on 25th Line to where it meets Road 68, travelling east on Road 68 to where it again meets 25th Line and continuing north on 25th Line to 74 Road,							
		— east on 74 Road from 25th line to 31st line, — north on 31st Line from 74 Road to 78 Road, — east on 78 Road from 31st Line to 33rd Line, — 33rd Line north from 78 Road to 84 Road, — east on 84 Road from 33rd Line to Highway 59, — south on Highway 59 from 84 Road to Road 78, — east on Road 78 from Highway 59 to 13th Line, — south on 13 Line from 78 Road to Oxford Road 17, — east on Oxford road 17 from 13 line to Oxford Road 4, — south on Oxford Road 4 from Oxford Road 17 to County Road 15, — east on County Road 15, crossing Highway 401, from Oxford Road 4 to Middletown Line,	BPR, BPP, DOC, DOR, HEP, HER, SRP, SRA		N, P2	8.4.2015	8.10.2015		S1, ST1'

	<ul style="list-style-type: none"> — Middletown Line south, crossing highway 403, from County Road 15 to Old Stage Road, — Old Stage Road west from Middletown Line to County Road 59, — south on County Road 59 from Old Stage Road to Curries Road, — west on Curries Road from County Road 59 to Cedar Line, — Cedar Line south from Curries Road to Rivers Road, — Rivers Road south-west from Cedar Line to Foldens Line, — Foldens Line north-west from Rivers Road to Sweaburg Road, — Sweaburg Road south-west from Foldens Line to Harris Street, — Harris Street north-west from Sweaburg Road to Highway 401, — Highway 401 west from Harris Street to Ingersoll Street, (County Road 10), — Ingersoll Street (County Road 10) north from Highway 401 to County Road 119, — County Road 119 from Ingersoll Street (County Road 10) to the origin where County Road 119 meets 25 Line. 								
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read:

		Area in the Province of Ontario delimited by the following boundaries:	WGM	VIII	P2					
		— from County Road 119 where it meets County Road 64 and 25th Line,	POU, RAT							
		— north on 25th Line to where it meets Road 68, travelling east on Road 68 to where it again meets 25th Line and continuing north on 25th Line to 74 Road,								
'CA — Canada	"CA-2.2	<ul style="list-style-type: none"> — east on 74 Road from 25th line to 31st line, — north on 31st Line from 74 Road to 78 Road, — east on 78 Road from 31st Line to 33rd Line, — 33rd Line north from 78 Road to 84 Road, — east on 84 Road from 33rd Line to Highway 59, — south on Highway 59 from 84 Road to Road 78, — east on Road 78 from Highway 59 to 13th Line, — south on 13 Line from 78 Road to Oxford Road 17, — east on Oxford road 17 from 13 line to Oxford Road 4, — south on Oxford Road 4 from Oxford Road 17 to County Road 15, — east on County Road 15, crossing Highway 401, from Oxford Road 4 to Middletown Line, — Middletown Line south, crossing highway 403, from County Road 15 to Old Stage Road, — Old Stage Road west from Middletown Line to County Road 59, — south on County Road 59 from Old Stage Road to Curries Road, 	BPR, BPP, DOC, DOR, HEP, HER, SRP, SRA		N, P2	8.4.2015	8.10.2015	A	S1, ST1'	

	<ul style="list-style-type: none"> — west on Curries Road from County Road 59 to Cedar Line, — Cedar Line south from Curries Road to Rivers Road, — Rivers Road south-west from Cedar Line to Foldens Line, — Foldens Line north-west from Rivers Road to Sweaburg Road, — Sweaburg Road south-west from Foldens Line to Harris Street, — Harris Street north-west from Sweaburg Road to Highway 401, — Highway 401 west from Harris Street to Ingersoll Street, (County Road 10), — Ingersoll Street (County Road 10) north from Highway 401 to County Road 119, — County Road 119 from Ingersoll Street (County Road 10) to the origin where County Road 119 meets 25 Line. 								
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