

Provisional text

JUDGMENT OF THE COURT (First Chamber)

21 December 2021 (*)

(References for a preliminary ruling – Air transport – Regulation (EC) No 261/2004 – Common rules on compensation and assistance to passengers in the event of cancellation or long delay of flights – Articles 2 and 3 – Concepts of ‘operating air carrier’, ‘confirmed reservation’ and ‘scheduled time of arrival’ – Articles 5, 7 and 8 – Flight departure time brought forward in relation to the original planned departure time – Classification – Reduction in the amount of compensation – Offer of re-routing – Article 14 – Obligation to inform passengers of their rights – Scope)

In Joined Cases C 146/20, C 188/20, C 196/20 and C 270/20,

FOUR REQUESTS for a preliminary ruling under Article 267 TFEU, one from the Landesgericht Korneuburg (Regional Court, Korneuburg, Austria), made by decision of 16 June 2020, received at the Court on 18 June 2020 (C 270/20), and three from the Landgericht Düsseldorf (Regional Court, Düsseldorf, Germany), made by decisions of 17 February 2020 (C 146/20) and of 6 April 2020 (C 188/20 and C 196/20), received at the Court on 20 March 2020 (C 146/20), on 30 April 2020 (C 188/20) and on 6 May 2020 (C 196/20), in the proceedings

AD,

BE,

CF

v

Corendon Airlines (C 146/20),

and

JG,

LH,

MI,

NJ

v

OP, acting as liquidator of Azurair GmbH

intervener:

alltours flugreisen GmbH (C 188/20),

and

Eurowings GmbH

v

flightright GmbH (C 196/20),

and

AG,**MG,****HG**

v

Austrian Airlines AG (C 270/20),

THE COURT (First Chamber),

composed of L. Bay Larsen, Vice-President of the Court, acting as President of the First Chamber, J. C. Bonichot and M. Safjan (Rapporteur), Judges,

Advocate General: P. Pikamäe,

Registrar: D. Dittert, Head of Unit,

having regard to the written procedure and further to the hearing on 16 June 2021,

after considering the observations submitted on behalf of:

- JG, LH, MI, NJ, by H. Hopperdietzel, Rechtsanwalt,
- Eurowings GmbH, by Y. Pochyla and W. Bloch, Rechtsanwältin,
- AG, MG and HG, by F. Puschkarski, Rechtsanwältin,
- Corendon Airlines and OP, acting as liquidator of Azurair GmbH, by N. Serfort, Rechtsanwalt,
- flightright GmbH, initially by T. Mauser and subsequently by R. Weist and M. Michel, Rechtsanwälte,
- Austrian Airlines AG, by C. Krones, Rechtsanwalt,
- the German Government, by J. Möller, M. Hellmann, J. Heitz, U. Kühne and U. Bartl, acting as Agents,
- the Austrian Government, by A. Posch, G. Kunnert and J. Schmoll, acting as Agents,
- the European Commission, by K. Simonsson, R. Pethke and G. Braun, acting as Agents,

after hearing the Opinion of the Advocate General at the sitting on 23 September 2021,

gives the following

Judgment

- 1 These requests for a preliminary ruling concern the interpretation of Article 2(b), (f), (g), (h) and (l), Article 3(2)(a), Article 5(1), Article 7(1) and (2), Article 8(1)(b) and Article 14(2) of 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 2004 L 46, p. 1).
- 2 The requests have been made in proceedings brought by air passengers against a number of airlines (C 146/20, C 188/20 and C 270/20) and by one airline against flightright GmbH, to which air passengers had assigned their rights (C 196/20) concerning compensation for those passengers under Regulation No 261/2004.

Legal context

- 3 Recitals 1 and 20 of Regulation No 261/2004 are worded as follows:

‘(1) Action by the [European Union] in the field of air transport should aim, among other things, at ensuring a high level of protection for passengers. Moreover, full account should be taken of the requirements of consumer protection in general.

...

(20) Passengers should be fully informed of their rights in the event of denied boarding and of cancellation or long delay of flights, so that they can effectively exercise their rights.’

- 4 Article 2 of that regulation provides:

‘For the purposes of this Regulation:

...

(b) “operating air carrier” means an air carrier that performs or intends to perform a flight under a contract with a passenger or on behalf of another person, legal or natural, having a contract with that passenger;

...

(f) “ticket” means a valid document giving entitlement to transport, or something equivalent in paperless form, including electronic form, issued or authorised by the air carrier or its authorised agent;

(g) “reservation” means the fact that the passenger has a ticket, or other proof, which indicates that the reservation has been accepted and registered by the air carrier or tour operator;

(h) “final destination” means the destination on the ticket presented at the check-in counter or, in the case of directly connecting flights, the destination of the last flight; alternative connecting flights available shall not be taken into account if the original planned arrival time is respected;

...

(l) “cancellation” means the non-operation of a flight which was previously planned and on which at least one place was reserved.’

- 5 Article 3 of that regulation provides:

‘1. This Regulation shall apply:

- (a) to passengers departing from an airport located in the territory of a Member State to which the Treaty applies;
- (b) to passengers departing from an airport located in a third country to an airport situated in the territory of a Member State to which the Treaty applies, unless they received benefits or compensation and were given assistance in that third country, if the operating air carrier of the flight concerned is [an EU] carrier.

2. Paragraph 1 shall apply on the condition that passengers:

- (a) have a confirmed reservation on the flight concerned and, except in the case of cancellation referred to in Article 5, present themselves for check-in,
 - as stipulated and at the time indicated in advance and in writing (including by electronic means) by the air carrier, the tour operator or an authorised travel agent,or, if no time is indicated,
 - not later than 45 minutes before the published departure time; or
- (b) have been transferred by an air carrier or tour operator from the flight for which they held a reservation to another flight, irrespective of the reason.

...’

6 Article 5(1) of that regulation provides:

‘In case of cancellation of a flight, the passengers concerned shall:

- (a) be offered assistance by the operating air carrier in accordance with Article 8; and
- (b) be offered assistance by the operating air carrier in accordance with Article 9(1)(a) and 9(2), as well as, in event of re-routing when the reasonably expected time of departure of the new flight is at least the day after the departure as it was planned for the cancelled flight, the assistance specified in Article 9(1)(b) and 9(1)(c); and
- (c) have the right to compensation by the operating air carrier in accordance with Article 7, unless:
 - (i) they are informed of the cancellation at least two weeks before the scheduled time of departure; or
 - (ii) they are informed of the cancellation between two weeks and seven days before the scheduled time of departure and are offered re-routing, allowing them to depart no more than two hours before the scheduled time of departure and to reach their final destination less than four hours after the scheduled time of arrival; or
 - (iii) they are informed of the cancellation less than seven days before the scheduled time of departure and are offered re-routing, allowing them to depart no more than one hour before the scheduled time of departure and to reach their final destination less than two hours after the scheduled time of arrival.’

7 Under Article 7 of Regulation No 261/2004:

‘1. Where reference is made to this Article, passengers shall receive compensation amounting to:

...

- (b) EUR 400 for all intra-Community flights of more than 1 500 kilometres, and for all other flights between 1 500 and 3 500 kilometres;

...

In determining the distance, the basis shall be the last destination at which the denial of boarding or cancellation will delay the passenger's arrival after the scheduled time.

2. When passengers are offered re-routing to their final destination on an alternative flight pursuant to Article 8, the arrival time of which does not exceed the scheduled arrival time of the flight originally booked

...

- (b) by three hours, in respect of all intra-Community flights of more than 1 500 kilometres and for all other flights between 1 500 and 3 500 kilometres; or

...

the operating air carrier may reduce the compensation provided for in paragraph 1 by 50%.

...'

- 8 Article 8(1) of that regulation provides:

'Where reference is made to this Article, passengers shall be offered the choice between:

- (a) – reimbursement within seven days, by the means provided for in Article 7(3), of the full cost of the ticket at the price at which it was bought, for the part or parts of the journey not made, and for the part or parts already made if the flight is no longer serving any purpose in relation to the passenger's original travel plan, together with, when relevant,
- a return flight to the first point of departure, at the earliest opportunity;
- (b) re-routing, under comparable transport conditions, to their final destination at the earliest opportunity; or
- (c) re-routing, under comparable transport conditions, to their final destination at a later date at the passenger's convenience, subject to availability of seats.'

- 9 Article 13 of that regulation provides:

'In cases where an operating air carrier pays compensation or meets the other obligations incumbent on it under this Regulation, no provision of this Regulation may be interpreted as restricting its right to seek compensation from any person, including third parties, in accordance with the law applicable. In particular, this Regulation shall in no way restrict the operating air carrier's right to seek reimbursement from a tour operator or another person with whom the operating air carrier has a contract. Similarly, no provision of this Regulation may be interpreted as restricting the right of a tour operator or a third party, other than a passenger, with whom an operating air carrier has a contract, to seek reimbursement or compensation from the operating air carrier in accordance with applicable relevant laws.'

- 10 Under Article 14(2) of that regulation:

'An operating air carrier denying boarding or cancelling a flight shall provide each passenger affected with a written notice setting out the rules for compensation and assistance in line with this Regulation. It shall also provide each passenger affected by a delay of at least two hours with an equivalent notice. The contact

details of the national designated body referred to in Article 16 shall also be given to the passenger in written form.’

The disputes in the main proceedings and the questions referred for a preliminary ruling

Case C 146/20

- 11 The air passengers AD, BE and CF booked, via a travel agency, a package tour to Antalya (Turkey). Following that booking, the airline Corendon Airlines confirmed that the flight from Düsseldorf (Germany) to Antalya would take place on 18 May 2018, with a scheduled departure time of 10.20. Subsequently, Corendon Airlines brought forward that flight by 1 hour and 40 minutes, to 8.40 on the same date, maintaining, however, the same flight number.
- 12 Those passengers, who were unable to take that flight as brought forward, lodged an action against Corendon Airlines before the Amtsgericht Düsseldorf (Local Court, Düsseldorf, Germany), seeking, inter alia, compensation under Articles 5(1)(c) and 7(1)(b) of Regulation No 261/2004. In support of their action, those passengers claimed that they had not been informed that the time of their flight had been brought forward, and that the bringing forward of that flight in fact constituted ‘cancellation’ of that flight, within the meaning of Article 5(1) of that regulation. Corendon Airlines, by contrast, took the view that those passengers had been informed by the tour operator on 8 May 2018 that their flight was being brought forward.
- 13 The Amtsgericht Düsseldorf (Local Court, Düsseldorf) held that the bringing forward of a flight by 1 hour and 40 minutes did not constitute ‘cancellation’ of that flight, since that amount of time was negligible, and consequently dismissed the passengers’ action.
- 14 The passengers brought an appeal against the judgment of that court before the Landgericht Düsseldorf (Regional Court, Düsseldorf, Germany), the referring court in Case C 146/20. That court is unsure whether the reasoning adopted by the Amtsgericht Düsseldorf (Local Court, Düsseldorf) is in accordance with Regulation No 261/2004.
- 15 In those circumstances, the Landgericht Düsseldorf (Regional Court, Düsseldorf) decided to stay the proceedings and to refer the following questions to the Court of Justice for a preliminary ruling:
- ‘(1) Is there a cancellation of a flight within the meaning of Article 2(1) and Article 5(1) of [Regulation No 261/2004] where the operating air carrier brings forward a flight, which has been booked as part of a package tour, from the scheduled departure time of 10.20 (LT) to 8.40 (LT) on the same day?
- (2) Is a notification, 10 days prior to the start of the journey, about the bringing forward of a flight from 10.20 (LT) to 8.40 (LT) on the same day an offer of re-routing within the meaning of Article 5(1)(a) and Article 8(1)(b) of [Regulation No 261/2004]?’

Case C 188/20

- 16 LH booked, for herself and other air passengers, a package tour to Side (Turkey) through a travel agency, including return air travel from Düsseldorf to Antalya.
- 17 A document entitled ‘travel registration’, issued to LH, mentioned two flights operated by the airline Azurair GmbH: a first flight, having the number ARZ 8711, on 15 July 2018, from Düsseldorf to Antalya, the scheduled time of departure of which was 6.00 and the scheduled time of arrival was 10.30, and a second flight, having the number ARZ 8712, on 5 August 2018, from Antalya to Düsseldorf, the scheduled time of departure of which was 12.00 and the scheduled time of arrival was 14.45. Beside that information on the document was the following notice, written in capital letters: ‘Expected flight times – for your own safety, please check the flight on your tickets.’

- 18 The passengers took flights bearing the numbers indicated on that document. However, in the case of the outbound flight, they reached Antalya at 1.19 on 16 July 2018 and, in the case of the return flight, the aircraft took off at 5.10 on 5 August 2018. In those circumstances, those passengers sought payment of compensation from Azurair under Article 7(1)(b) of Regulation No 261/2004 before the Amtsgericht Düsseldorf (Local Court, Düsseldorf). On the basis of the information contained in the ‘travel registration’, they claimed that the outbound flight had been delayed by more than three hours on arrival and that the return flight had been cancelled, since the bringing forward of the flight had to be classified as a ‘cancellation’ within the meaning of Article 5(1) of that regulation.
- 19 Azurair, for its part, argued that it had not scheduled the flights in question at the times indicated in the ‘travel registration’, but that its planning corresponded to the information contained in the ‘travel confirmation/invoice’ sent to alltours flugreisen GmbH, in its capacity as tour operator, on 22 January 2018.
- 20 According to that planning, the outbound flight was due to take off at 20.05 on 15 July 2018 and to land at 12.40 a.m. the following day, while the return flight was due to take off at 8.00 on 5 August 2018 and to land at 10.50. Azurair claims that, as regards the outbound flight indicated on that planning, the flight was not delayed by three hours or more on arrival. As for the return flight, although that flight was indeed brought forward, even beyond the planning indicated by Azurair, the bringing forward of that flight did not constitute a ‘cancellation’ within the meaning of Article 2(1) of Regulation No 261/2004. Azurair has also requested that any compensation be reduced under Article 7(2)(b) of that regulation, on the ground that the passengers arrived at their final destination only 2 hours and 50 minutes before the scheduled arrival time.
- 21 The Amtsgericht Düsseldorf (Local Court, Düsseldorf) dismissed that action on the ground that the ‘travel registration’ did not constitute a confirmation of ‘reservation’ within the meaning of Article 2(g) of Regulation No 261/2004, since it was clear from that registration that the flight times were merely provisional. It is apparent from the order for reference that there was no document which could be identified as a ‘ticket’ within the meaning of Article 2(f) of that regulation.
- 22 The air passengers brought an appeal against the judgment of that court before the Landgericht Düsseldorf (Regional Court, Düsseldorf), the referring court in Case C 188/20. That court is unsure whether the position adopted by the Amtsgericht Düsseldorf (Local Court, Düsseldorf) is in accordance with the provisions of Regulation No 261/2004.
- 23 In those circumstances, the Landgericht Düsseldorf (Regional Court, Düsseldorf) decided to stay the proceedings and to refer the following questions to the Court of Justice for a preliminary ruling:
- ‘(1) Does a passenger have a “confirmed reservation” within the meaning of Article 3(2)(a) of [Regulation No 261/2004] if he [or she] has received, from a tour operator with which he [or she] has a contract, “other proof” within the meaning of Article 2(g) [of that regulation], by which he [or she] is assured transport on a particular flight, individualised by points of departure and destination, times of departure and arrival and flight number, without the tour operator having made a seat reservation for that flight with the air carrier concerned and having received confirmation from the latter?’
 - (2) Is an air carrier to be regarded as an “operating air carrier” within the meaning of Article 2(b) of [Regulation No 261/2004] in relation to a passenger if, despite the fact that that passenger has a contract with a tour operator which has promised him [or her] carriage on a particular flight, individualised by points of departure and destination, times of departure and arrival and flight number, the tour operator has not, however, reserved a seat for the passenger and has therefore not established a contractual relationship with the air carrier in respect of that flight?
 - (3) Can the “scheduled time of arrival” of a flight within the meaning of Article 2(h), Article 5(1)(c), the second sentence of Article 7(1) and Article 7(2) of [Regulation No 261/2004] be determined, for the purposes of compensation for cancellation or long delay in arrival, from “other proof” issued to a

passenger by a tour operator, or must the ticket pursuant to Article 2(f) [of that regulation] be taken into account for that purpose?

- (4) Has there been a cancellation of a flight within the meaning of Article 2(1) and Article 5(1) of [Regulation No 261/2004] if the operating air carrier brings a flight booked as part of a package tour forward by at least 2 hours and 10 minutes within the same day?
- (5) Can the operating air carrier reduce the compensation under Article 7(1) of [Regulation No 261/2004] in accordance with Article 7(2) of that regulation if the amount of time by which a flight has been brought forward is within the periods specified in that provision?
- (6) Does it constitute an offer of re-routing within the meaning of Article 5(1)(a) and Article 8(1)(b) of [Regulation No 261/2004] if a passenger is informed, before the beginning of his [or her] journey, that his [or her] flight has been brought forward?
- (7) Does Article 14(2) of [Regulation No 261/2004] oblige the operating air carrier to inform the passenger of the exact company name and address from which he [or she] can request a sum on a sliding scale based on distance, the amount of that sum and, if applicable, the documents that he [or she] should attach to his [or her] request?

Case C 196/20

- 24 On 24 October 2017, two air passengers booked, through a travel agency, a package tour including return air travel from Hamburg (Germany) to Palma de Mallorca (Spain).
- 25 A document entitled ‘travel registration’ was issued by the tour operator ITS to those passengers, indicating that the outward flight would be carried out on 22 May 2018 by the airline Eurowings, under flight number EW 7582, with a scheduled departure time of 7.30 and a scheduled arrival time of 10.05.
- 26 Those passengers did in fact take the flight having that number. However, they reached their final destination not at 10.05 but at 21.08. As those passengers had assigned to flightright any right to compensation arising out of Regulation No 261/2004, flightright brought an action before the Amtsgericht Düsseldorf (Local Court, Düsseldorf) in which it argued that those passengers had a confirmed reservation for the flight in question, which was scheduled to arrive at 10.05.
- 27 Eurowings contended that the passengers had a confirmed reservation for flight EW 7582, which was scheduled to arrive at 19.05. Therefore, the delay incurred was less than three hours, which did not give a right to compensation under Regulation No 261/2004.
- 28 The Amtsgericht Düsseldorf (Local Court, Düsseldorf) upheld flightright’s claim on the ground that the ‘travel registration’ issued by the tour operator ITS constituted a confirmation of ‘reservation’ within the meaning of Article 2(g), read in conjunction with Article 2(f), of Regulation No 261/2004. That court took the view that the ‘travel registration’ issued to the passengers concerned constituted ‘other proof’ within the meaning of Article 2(g), since that provision required solely the acceptance of the reservation by the tour operator. It is apparent from the order for reference that there was no document which could be identified as a ‘ticket’ within the meaning of Article 2(f) of that regulation.
- 29 Eurowings brought an appeal against the judgment of that court before the Landgericht Düsseldorf (Regional Court, Düsseldorf), the referring court in Case C 196/20. That court is unsure, in essence, whether a confirmation of reservation from a tour operator, which is not based on a reservation made with the air carrier subject to the claim for compensation, can be regarded as a ‘confirmed reservation’ within the meaning of Article 3(2)(a) of Regulation No 261/2004.
- 30 In those circumstances, the Landgericht Düsseldorf (Regional Court, Düsseldorf) decided to stay the proceedings and to refer the following questions to the Court of Justice for a preliminary ruling:

- (1) Does a passenger have a “confirmed reservation” within the meaning of Article 3(2)(a) of [Regulation No 261/2004] if he [or she] has received, from a tour operator with which he [or she] has a contract, “other proof” within the meaning of Article 2(g) [of that regulation], by which he [or she] is assured transport on a particular flight, individualised by points of departure and destination, times of departure and arrival and flight number, without the tour operator having made a seat reservation for that flight with the air carrier concerned and having received confirmation from the latter?
- (2) Is an air carrier to be regarded as an “operating air carrier” within the meaning of Article 2(b) of [Regulation No 261/2004] in relation to a passenger if, despite the fact that that passenger has a contract with a tour operator which has promised him [or her] carriage on a particular flight, individualised by points of departure and destination, times of departure and arrival and flight number, the tour operator has not, however, reserved a seat for the passenger and has therefore not established a contractual relationship with the air carrier in respect of that flight?
- (3) Can the “scheduled time of arrival” of a flight within the meaning of Article 2(h), Article 5(1)(c), the second sentence of Article 7(1) and Article 7(2) of [Regulation No 261/2004] be determined, for the purposes of compensation for cancellation or long delay in arrival, from “other proof” issued to a passenger by a tour operator, or must the ticket pursuant to Article 2(f) [of that regulation] be taken into account for that purpose?’

Case C 270/20

- 31 The air passengers AG, MG and HG booked a flight from Vienna (Austria) to Cairo (Egypt) with the airline Austrian Airlines. The scheduled time of departure was 22.15 on 24 June 2017 and the scheduled time of arrival was 1.45 on the following day. On the day of the flight, Austrian Airlines cancelled that flight and offered those passengers a flight departing the same day at 10.20 and arriving in Cairo at 13.50, which they accepted. Accordingly, they reached their final destination 11 hours and 55 minutes before the original planned arrival time.
- 32 Austrian Airlines paid each of those passengers out-of-court compensation of EUR 200 pursuant to Article 7(2)(b) of Regulation No 261/2004, which provides for a 50% reduction of the compensation provided for in Article 7(1)(b) of that regulation.
- 33 Those passengers brought an action against Austrian Airlines before the Bezirksgericht Schwechat (District Court, Schwechat, Austria), claiming full compensation pursuant to Article 7(1)(b) of that regulation. In support of their action, they claimed that, even though they were not delayed on arrival in Cairo, their early arrival affected them as negatively as a significant delay would have and that they had accepted Austrian Airlines’ offer of an earlier flight on the ground that the other option offered to them by Austrian Airlines would have meant losing two days of holiday.
- 34 The Bezirksgericht Schwechat (District Court, Schwechat) dismissed that action on the ground that it was clear from the wording of Article 7(2) of Regulation No 261/2004 that that provision was also applicable in situations where passengers reached their final destination on an earlier flight.
- 35 The passengers in the main proceedings in Case C 270/20 brought an appeal against the judgment of that court before the Landesgericht Korneuburg (Regional Court, Korneuburg, Austria), the referring court in that case. That court is unsure whether Article 7(2)(b) of Regulation No 261/2004, under which compensation may be reduced by 50% if the delay in arrival does not exceed three hours, may also be applied to an arrival which is earlier than the planning for the original flight. In that regard, the referring court points out that a significantly earlier take-off may have disadvantages for passengers which are as serious as those of a late arrival, having regard to the criteria laid down in that provision.
- 36 In those circumstances, the Landesgericht Korneuburg (Regional Court, Korneuburg) decided to stay the proceedings and to refer the following question to the Court of Justice for a preliminary ruling:

‘Is Article 7(2)(b) of [Regulation No 261/2004] to be interpreted as meaning that the air carrier may reduce the entitlement to compensation under Article 7(1)(b) of [that regulation] also in the case where, as a result of the cancellation of the flight booked, the passengers are offered an alternative flight the scheduled time of departure and the scheduled time of arrival of which are each [11 hours and 55 minutes] earlier than the flight times of the cancelled flight?’

Consideration of the questions referred

The first questions in Cases C 188/20 and C 196/20

- 37 By its first question in Case C 188/20, which is identical to the first question in Case C 196/20, the Landgericht Düsseldorf (Regional Court, Düsseldorf) asks, in essence, whether Article 3(2)(a) of Regulation No 261/2004 must be interpreted as meaning that the passenger has a ‘confirmed reservation’, within the meaning of that provision, where the tour operator submits to that passenger, with whom it has a contract, ‘other proof’, within the meaning of Article 2(g) of that regulation, by which he or she is assured transport on a particular flight, individualised by points of departure and destination, times of departure and arrival and flight number, without that tour operator having received confirmation from the air carrier concerned of the times of departure and arrival of that flight.
- 38 In the present context, it is apparent from the orders for reference in Cases C 188/20 and C 196/20 that the document issued to the air passengers by the tour operator contained information on flight times which differed from that which the air carrier had last issued to the tour operator. That latter information, however, had not been passed on to those passengers, with the result that those passengers had only the information contained in the document issued by the tour operator.
- 39 In that regard, it should be borne in mind that Article 3 of Regulation No 261/2004 governs the scope of that regulation since, according to Article 3(2)(a), the passenger must have a confirmed reservation for the flight concerned.
- 40 Regulation No 261/2004 does not define ‘confirmed reservation’. However, the term ‘reservation’, for its part, is defined in Article 2(g) of that regulation as ‘the fact that the passenger has a ticket, or other proof, which indicates that the reservation has been accepted and registered by the air carrier or tour operator’.
- 41 In view of that definition, a reservation may consist of ‘other proof’ indicating that the reservation has been accepted and registered either by the air carrier or by the tour operator. It follows that a reservation accepted and registered by a tour operator has the same value as a reservation accepted and registered by an air carrier.
- 42 Consequently, if an air passenger has ‘other proof’, within the meaning of Article 2(g) of Regulation No 261/2004, issued by the tour operator, that other proof is equivalent to a ‘reservation’ within the meaning of that provision.
- 43 In the present context, the referring court in Cases C 188/20 and C 196/20 starts from the premiss that the travel registrations issued by the tour operator to the passengers in question in the main proceedings in those cases constitute ‘other proof’ within the meaning of Article 2(g) of Regulation No 261/2004. However, it should be noted, in particular in the context of the situation at issue in Case C 188/20, that that registration expressly mentions that the flight times are provisional in nature. In those circumstances, it is for that court to determine whether those travel registrations do in fact constitute an accepted and registered reservation within the meaning of Article 2(g).
- 44 If so, the referring court asks, more specifically, whether a reservation can also be ‘confirmed’, within the meaning of Article 3(2)(a) of Regulation No 261/2004, by the tour operator and not only by the air carrier.

- 45 In that regard, it should be noted that Article 3(2)(a) of that regulation does not specify whether the tour operator can confirm a reservation.
- 46 According to settled case-law, in interpreting a provision of EU law, it is necessary to consider not only its wording, but also the context in which it occurs and the objectives pursued by the rules of which it is part (see, to that effect, judgment of 19 November 2009, *Sturgeon and Others*, C 402/07 and C 432/07, EU:C:2009:716, paragraph 41 and the case-law cited).
- 47 As regards the context in which that provision occurs, it should be noted that several provisions of Regulation No 261/2004 do not distinguish between tour operators and air carriers for the purposes of their application. That is the case with regard to, inter alia, the first indent of Article 3(2)(a) of that regulation, which provides that the time at which passengers should present themselves for check-in may be communicated by the air carrier, a tour operator or an authorised travel agent. That is also the case as regards Article 3(2)(b) of that regulation, according to which passengers may be transferred to another flight by either the air carrier or the tour operator.
- 48 In addition, it would be contrary to the objective of ensuring a high level of protection for air passengers, set out in recital 1 of that regulation, to take the view that a reservation can be confirmed only by the air carrier, thereby placing on the passenger the burden of checking the information provided by the tour operator.
- 49 Regulation No 261/2004 seeks to ensure that the risk of tour operators providing false information to passengers in the course of their activities is assumed by the air carrier. In that context, passengers do not participate in the relationship between air carriers and tour operators and cannot be required to obtain information in that regard.
- 50 It also follows from those findings that the fact that the tour operator has not received confirmation from the air carrier concerned of the flight departure and arrival times is not such as to affect the assessment, referred to in paragraph 43 above, which it is for the referring court to carry out.
- 51 In the light of the foregoing, the answer to the first questions in Cases C 188/20 and C 196/20 is that Article 3(2)(a) of Regulation No 261/2004 must be interpreted as meaning that the passenger has a ‘confirmed reservation’, within the meaning of that provision, where the tour operator submits to that passenger, with whom it has a contract, ‘other proof’, within the meaning of Article 2(g) of that regulation, by which he or she is assured transport on a particular flight, individualised by points of departure and destination, times of departure and arrival, and the flight number, even in cases where that tour operator has not received confirmation from the air carrier concerned as to the times of departure and arrival of that flight.

The second questions in Cases C 188/20 and C 196/20

- 52 By its second question in Case C 188/20, which is identical to the second question in Case C 196/20, the Landgericht Düsseldorf (Regional Court, Düsseldorf) asks, in essence, whether Article 2(b) of Regulation No 261/2004 must be interpreted as meaning that an air carrier may be classified as an ‘operating air carrier’, within the meaning of that provision, in respect of a passenger if that passenger has entered into a contract with a tour operator for a particular flight operated by that air carrier without the tour operator having made a booking for that passenger with the air carrier.
- 53 In that regard, it should be recalled that the concept of ‘operating air carrier’ is defined in Article 2(b) of that regulation as referring to an air carrier that performs or intends to perform a flight under a contract with a passenger or on behalf of another person, legal or natural, having a contract with that passenger.
- 54 That definition thus sets out two cumulative conditions which must be satisfied if an air carrier is to be regarded as an ‘operating air carrier’ relating, first, to the operation of the flight in question and, second, to

there being a contract concluded with a passenger (judgment of 4 July 2018, *Wirth and Others*, C 532/17, EU:C:2018:527, paragraph 18).

- 55 The first condition relates to the concept of ‘flight’, which is the predominant element of the two conditions. The Court has previously held that that concept must be understood as ‘an air transport operation, being as it were a “unit” of such transport, performed by an air carrier which fixes its itinerary’ (judgment of 4 July 2018, *Wirth and Others*, C 532/17, EU:C:2018:527, paragraph 19 and the case-law cited).
- 56 It follows that an air carrier which, in the course of its air passenger carriage activities, decides to perform a particular flight, including fixing its itinerary, and, by so doing, offers to conclude a contract of air carriage with members of the public must be regarded as the operating air carrier. The adoption of such a decision means that that air carrier bears the responsibility for performing the flight in question, including, inter alia, any cancellation or significantly delayed time of arrival (judgment of 4 July 2018, *Wirth and Others*, C 532/17, EU:C:2018:527, paragraph 20).
- 57 In the present case, it is common ground that, in the situations at issue in Cases C 188/20 and C 196/20, the only modification made by the air carrier in relation to the travel registration issued to the passengers in question concerned the flight times.
- 58 As the Advocate General has observed in point 66 of his Opinion, the mere fact that the passenger’s reservation with the tour operator includes times which have not been confirmed by the air carrier in the context of the internal reservation between that carrier and that operator is not sufficient for the view to be taken that the conditions set out in Article 2(b) of Regulation No 261/2004 are not fulfilled.
- 59 An air carrier which has made an offer of air carriage which corresponds to the offer referred to by a tour operator in its relations with a passenger, even though changes may be made to that offer, must be regarded as having intended to perform a flight within the meaning of Article 2(b) of Regulation No 261/2004.
- 60 Such an interpretation is consistent with the objective of ensuring a high level of protection for air passengers, set out in recital 1 of Regulation No 261/2004, in so far as it enables the passengers carried to be ensured compensation or that they will be cared for, without needing to take account of arrangements made by the air carrier which decided to perform the flight in question at a different time to that which was previously planned for the purposes of actually performing that flight (see, to that effect, judgment of 4 July 2018, *Wirth and Others*, C 532/17, EU:C:2018:527, paragraph 23).
- 61 It should also be stated that, in cases where the operating air carrier is required to pay compensation to passengers pursuant to Regulation No 261/2004 due to the conduct of the tour operator, that carrier has the possibility to seek compensation from the tour operator for any damage incurred in accordance with Article 13 of that regulation (see, to that effect, judgment of 11 May 2017, *Krijgsman*, C 302/16, EU:C:2017:359, paragraph 29 and the case-law cited).
- 62 In the light of the foregoing, the answer to the second questions in Cases C 188/20 and C 196/20 is that Article 2(b) of Regulation No 261/2004 must be interpreted as meaning that an air carrier may be classified as an ‘operating air carrier’, within the meaning of that provision, in respect of a passenger where the passenger has concluded a contract with a tour operator for a specific flight operated by that air carrier without that air carrier having confirmed the hours of the flight or without that tour operator having made a booking for that passenger with that air carrier.

The third questions in Cases C 188/20 and C 196/20

- 63 By its third question in Case C 188/20, which is identical to the third question in Case C 196/20, the Landgericht Düsseldorf (Regional Court, Düsseldorf) asks, in essence, whether Article 2(h), Article 5(1) (c), the second sentence of Article 7(1) and Article 7(2) of Regulation No 261/2004 must be interpreted as meaning that the scheduled arrival time of a flight, within the meaning of those provisions, can be

determined, for the purposes of the compensation payable under Article 7 of that regulation, from ‘other proof’ within the meaning of Article 2(g) of that regulation, issued to the passenger by the tour operator, or whether it is necessary that it feature on a ‘ticket’ within the meaning of Article 2(f) of that regulation.

64 It should be noted, as a preliminary point, that Article 2(h), Article 5(1)(c), the second sentence of Article 7(1) and Article 7(2) of Regulation No 261/2004, which refer, in substance, to the ‘scheduled time of arrival’, concern the conditions under which fixed compensation may be payable in accordance with Article 7 of that regulation. However, that regulation does not contain a definition of ‘scheduled time of arrival’.

65 In the present context, it is common ground, in the situations at issue in Cases C 188/20 and C 196/20, that the air passengers had a single document, referred to as a ‘travel registration’, without being in possession of a document which could be classified as a ‘ticket’ within the meaning of Article 2(f) of that regulation.

66 Nevertheless, as has been pointed out in the context of the examination of the first questions in Cases C 188/20 and C 196/20, passengers may have a reservation in the presence not only of a ticket but also of ‘other proof’ within the meaning of Article 2(g) of that regulation. Accordingly, in this context, if the document issued to the passengers in question in the main proceedings in those cases constitutes ‘other proof’, the view must be taken that those passengers had a ‘reservation’, within the meaning of that provision, and that that reservation indicated the flight times. They could therefore legitimately take the view that, since they had not been informed of any change by the tour operator or by the air carrier, the times indicated on that reservation identified the scheduled times of departure and arrival within the meaning of the provisions referred to in paragraph 64 of the present judgment.

67 In addition, it should be noted that the judgment of 26 February 2013, *Folkerts* (C 11/11, EU:C:2013:106), does not invalidate the interpretation that the scheduled time of arrival of a flight may be inferred from ‘other proof’ within the meaning of Article 2(g) of Regulation No 261/2004. Unlike the circumstances underlying the situations at issue in Cases C 188/20 and C 196/20, it must be held that, in the case which gave rise to that judgment, there was no intervention by a tour operator and the passenger in that case had a ‘ticket’ within the meaning of Article 2(f) of that regulation.

68 In the light of the foregoing, the answer to the third questions in Cases C 188/20 and C 196/20 is that Article 2(h), Article 5(1)(c), the second sentence of Article 7(1) and Article 7(2) of Regulation No 261/2004 must be interpreted as meaning that the scheduled time of arrival of a flight, within the meaning of those provisions, can be determined, for the purposes of the compensation payable under Article 7 of that regulation, from ‘other proof’ within the meaning of Article 2(g) of that regulation, issued to the passenger by the tour operator.

The fourth question in Case C 188/20 and the first question in Case C 146/20

69 By its fourth question in Case C 188/20, which is similar to the first question in Case C 146/20, the Landgericht Düsseldorf (Regional Court, Düsseldorf) asks, in essence, whether Article 2(l) and Article 5(1) of Regulation No 261/2004 must be interpreted as meaning that a flight is regarded as having been ‘cancelled’ in the case where the operating air carrier brings that flight forward by several hours.

70 It should be noted in that regard that the concept of ‘cancellation’ is defined in Article 2(l) of that regulation as meaning ‘the non-operation of a flight which was previously planned and on which at least one place was reserved’.

71 The concept of ‘flight’ is not defined by that regulation. However, as has been pointed out in paragraph 55 above, a flight consists essentially in ‘an air transport operation, being as it were a “unit” of such transport, performed by an air carrier which fixes its itinerary’.

- 72 Moreover, the Court has specified, first, that the itinerary is an essential element of the flight, as the flight is operated in accordance with the carrier's pre-arranged planning (judgment of 19 November 2009, *Sturgeon and Others*, C 402/07 and C 432/07, EU:C:2009:716, paragraph 30).
- 73 Second, it in no way follows from the definition contained in Article 2(1) of Regulation No 261/2004 that, in addition to the fact that the initially scheduled flight was not operated, the 'cancellation' of that flight, within the meaning of that provision, requires the adoption of an express decision cancelling it (judgment of 13 October 2011, *Sousa Rodríguez and Others*, C83/10, EU:C:2011:652, paragraph 29).
- 74 It is true that Article 2(l) and Article 5(1) of that regulation do not state explicitly how a flight which has been brought forward should be treated. However, in accordance with the case-law referred to in paragraph 46 above, in interpreting a provision of EU law, it is necessary to consider not only its wording but also the context in which it occurs and the objectives pursued by the rules of which it is part.
- 75 In that regard, concerning the context of Article 2(l) and Article 5(1) of Regulation No 261/2004, it should be noted that that regulation refers to situations where a flight has been brought forward in the context of the re-routing provided for in Article 5(1)(c)(ii) and (iii) of that regulation. Under that latter provision the operating air carrier is required to compensate passengers whose flights have been cancelled unless that carrier informs them of the cancellation within the time limits laid down in that provision and offers re-routing, allowing passengers to depart no more than one to two hours, as appropriate, before the scheduled time of departure and to reach their final destination less than four or two hours, as appropriate, after the originally planned arrival time.
- 76 It follows that the EU legislature has recognised that, where a flight has been brought forward by a significant amount of time, that may result in serious inconvenience for passengers, in the same way as a flight delay, since, where a flight has been brought forward in that way, passengers are unable to use their time as they wish and to organise their trip or holiday according to their expectations.
- 77 That is the case, in particular, where a passenger, having taken all the necessary precautions, is unable to board the aircraft because the flight that he or she has reserved has been brought forward. That is also the case where the passenger is forced to adapt significantly to the new departure time in order to be able to take his or her flight.
- 78 Furthermore, it must be borne in mind that the main objective pursued by Regulation No 261/2004 is, as is apparent from, inter alia, recital 1 thereof, to ensure a high level of protection for passengers (judgment of 17 September 2015, *van der Lans*, C 257/14, EU:C:2015:618, paragraph 26 and the case-law cited).
- 79 The Court has thus held that, in accordance with that objective, provisions conferring rights on air passengers must be interpreted broadly (judgment of 22 April 2021, *Austrian Airlines*, C 826/19, EU:C:2021:318, paragraph 61 and the case-law cited).
- 80 Accordingly, since Regulation No 261/2004 is intended to make good, in a standardised and immediate manner, the various types of damage constituted by the serious inconvenience occasioned during the carriage of passengers by air (judgment of 3 September 2020, *Delfly*, C 356/19, EU:C:2020:633, paragraph 25 and the case-law cited) and in view of the serious inconvenience which may be caused to passengers in circumstances such as those referred to in paragraph 76 above, the concept of 'cancellation' must be interpreted as encompassing the situation in which a flight has been brought forward by a significant amount of time.
- 81 In that regard, a distinction must be drawn between situations in which the bringing forward of a flight does not have any effect, or has a negligible effect, on the ability of air passengers to use their time as they wish, and situations which result in serious inconvenience because the flight has been brought forward by a significant amount of time, as described in paragraphs 76 and 77 above.

- 82 In order to distinguish a flight which has been brought forward by a significant amount of time from a flight which has been brought forward by a negligible amount of time, inspiration should be drawn from the thresholds laid down in Article 5(1)(c)(ii) and (iii) of Regulation No 261/2004.
- 83 It should be pointed out that the bringing forward of a flight is different to delaying a flight, for which the Court has held that passengers acquire a right to compensation when they suffer a loss of time equal to or in excess of three hours in relation to the duration originally planned by the carrier (see, to that effect, judgment of 19 November 2009, *Sturgeon and Others*, C 402/07 and C 432/07, EU:C:2009:716, paragraph 57), since passengers must take steps in order to be able to board the aircraft because the flight that they have reserved has been brought forward. That difference is also apparent from the fact that the EU legislature, in Article 5(1)(c)(iii) of Regulation No 261/2004, accepts delays of less than two hours, whereas flights may not be brought forward by more than one hour.
- 84 It is apparent from Article 5(1)(c)(iii) of that regulation that any instance in which a flight has been brought forward by one hour or less may exempt the operating air carrier from its obligation to compensate passengers under Article 7 of that regulation. Accordingly, it must be held that the reference point for determining whether a flight has been brought forward by a significant amount of time or by a negligible amount of time for the purposes of applying Article 5 of that regulation is whether the flight has been brought forward by more than one hour, by one hour or by less than one hour.
- 85 That interpretation respects the balancing of the interests of air passengers and those of the operating air carriers which the EU legislature sought to achieve by adopting Regulation No 261/2004 (see, by analogy, judgment of 23 October 2012, *Nelson and Others*, C 581/10 and C 629/10, EU:C:2012:657, paragraph 39 and the case-law cited).
- 86 Although that interpretation allows passengers to be compensated for serious inconvenience where a flight has been brought forward by a significant amount of time, it relieves operating air carriers of the obligation to pay compensation in the case where they inform air passengers that the flight has been brought forward under the conditions laid down in Article 5(1)(c)(i) to (iii) of that regulation.
- 87 In the light of the foregoing, the answer to the fourth question in Case C 188/20 and to the first question in Case C 146/20 is that Article 2(1) and Article 5(1) of Regulation No 261/2004 must be interpreted as meaning that a flight is regarded as having been ‘cancelled’ in the case where the operating air carrier brings that flight forward by more than one hour.

The fifth question in Case C 188/20 and the sole question in Case C 270/20

- 88 By the fifth question in Case C 188/20 and the sole question in Case C 270/20, the Landgericht Düsseldorf (Regional Court, Düsseldorf) and the Landesgericht Korneuburg (Regional Court, Korneuburg) ask, in essence, whether Article 7(2) of Regulation No 261/2004 is applicable to a situation in which the amount of time by which a flight has been brought forward is within the limits referred to in that provision.
- 89 In that regard, it should be recalled that Article 7(2) of that regulation provides that, when, pursuant to Article 8 of that regulation, passengers are offered re-routing to their final destination on an alternative flight the arrival time of which does not exceed the scheduled arrival time of the flight originally booked by two to four hours, depending on the distance of the flight, the operating air carrier is entitled to reduce the fixed compensation provided for in Article 7(1) by 50%.
- 90 As the Advocate General has observed in point 105 of his Opinion, it follows explicitly from Article 7(2) of Regulation No 261/2004 that the right to reduce the amount of compensation applies to the situation where the operating air carrier offers re-routing so as to limit the delay to the final destination. That provision does not, by contrast, in any way mention the situation in which the passenger arrives at the final destination before the original planned arrival time because his or her flight has been brought forward.

- 91 It should be added, in that regard, that the EU legislature took into consideration both flights which are brought forward and flights which are delayed in the context of the offer of re-routing referred to in Article 5(1)(c) of Regulation No 261/2004. However, although the EU legislature was aware of the inconvenience involved in a flight being brought forward, it did not consider that the re-routing offered by the operating air carrier, which makes it possible to limit the extent of the harmful consequences of an earlier departure, could give rise to a reduction in the amount of compensation.
- 92 If such a possibility were to be granted to an operating air carrier which offers re-routing, giving rise to an earlier arrival, it would have the effect of systematically allowing the amount of compensation to be reduced in the case where a flight has been brought forward by a significant amount of time by that carrier.
- 93 As has been pointed out in connection with the fourth question in Case C 188/20 and the first question in Case C 146/20, the fact that a flight has been brought forward by a significant amount of time results in serious inconvenience justifying compensation. That a reduction in the amount of compensation should always be accepted in such a situation simply because the passenger is not delayed in arriving at his or her final destination, and the situation falls within the periods specified in Article 7(2) of Regulation No 261/2004, would be contrary to the objective, pursued by that regulation, of strengthening the rights of passengers who suffer serious inconvenience.
- 94 In the light of the foregoing, the answer to the fifth question in Case C 188/20 and to the sole question in Case C 270/20 is that Article 7(2) of Regulation No 261/2004 must be interpreted as meaning that it is not applicable to a situation in which the amount of time by which the arrival of a flight has been brought forward is within the limits referred to in that provision.

The sixth question in Case C 188/20 and the second question in Case C 146/20

- 95 By its sixth question in Case C 188/20, which is similar to the second question in Case C 146/20, the Landgericht Düsseldorf (Regional Court, Düsseldorf) asks, in essence, whether Article 5(1)(a) and Article 8(1)(b) of Regulation No 261/2004 must be interpreted as meaning that informing a passenger, before the beginning of the journey, that his or her flight has been brought forward may constitute an ‘offer of re-routing’ within the meaning of that latter provision.
- 96 In that regard, it is apparent from a joint reading of Article 5(1)(a) and Article 8(1)(b) of that regulation that passengers affected by the cancellation of a flight must be offered re-routing by the operating air carrier to their final destination, under comparable transport conditions and at the earliest opportunity.
- 97 It should be noted that, where a flight has been brought forward, as occurred in the situations at issue in Cases C 188/20 and C 146/20, that may constitute re-routing ‘under comparable transport conditions’ within the meaning of Article 8(1)(b) of Regulation No 261/2004, since the flight schedules alone have been modified.
- 98 In addition, an offer of re-routing on a flight the departure time of which is earlier than the departure time of the cancelled flight may constitute re-routing carried out ‘at the earliest opportunity’ within the meaning of Article 8(1)(b) of Regulation No 261/2004, since that offer allows the passenger to reach his or her final destination as quickly as possible.
- 99 It should be added that the operating air carrier must offer the passenger whose flight has been cancelled a choice between the various options laid down in Article 8(1)(a), (b) and (c) of that regulation (see, to that effect, judgment of 29 July 2019, *Rusu*, C 354/18, EU:C:2019:637, paragraph 58).
- 100 Accordingly, in order to enable the passenger to exercise effectively his or her rights in the event of cancellation, within the meaning of recital 20 of that regulation, it is for the operating air carrier to provide the passenger with all the information concerning the rights arising out of Article 8(1) of that regulation.

101 In the light of the foregoing, the answer to the sixth question in Case C 188/20 and to the second question in Case C 146/20 is that Article 5(1)(a) and Article 8(1)(b) of Regulation No 261/2004 must be interpreted as meaning that informing a passenger, before the beginning of his or her journey, that his or her flight has been brought forward may constitute an ‘offer of re-routing’ within the meaning of that latter provision.

The seventh question in Case C 188/20

102 By its seventh question in Case C 188/20, the Landgericht Düsseldorf (Regional Court, Düsseldorf) asks, in essence, whether Article 14(2) of Regulation No 261/2004 must be interpreted as requiring the operating air carrier to inform the air passenger of the exact name and address of the undertaking from which he or she may claim compensation under Article 7 of that regulation, as well as the exact amount of that compensation, and, where appropriate, the documents which the passenger should attach to his or her claim for compensation.

103 In that regard, it should be recalled that, in accordance with Article 14(2) of that regulation, an operating air carrier which denies boarding or cancels a flight must provide each passenger affected with a written notice setting out the rules for compensation and assistance in line with the provisions of that regulation. Under that provision, the operating air carrier is also required to provide each passenger affected by a delay of at least two hours with an equivalent notice.

104 That provision should be read in the light of recital 20 of Regulation No 261/2004, from which it is apparent that passengers should be fully informed of their rights, in particular in the event of cancellation of flights, so that they can effectively exercise those rights.

105 The effective exercise of the rights deriving from that regulation requires that the passenger be afforded the opportunity to communicate usefully with the undertaking from which he or she may claim compensation under Article 7 of that regulation and, for that purpose, the passenger must have the exact name of that undertaking and its address.

106 In addition, the information on the rules for compensation to be provided by the operating air carrier under Article 14(2) of Regulation No 261/2004 implies that the passenger must also be informed of the procedure to be followed in order to assert his or her rights. In that regard, it is for the operating air carrier to inform the passenger of the documents which must be attached, where appropriate, to his or her request.

107 By contrast, the operating air carrier is not required to inform the passenger of the exact amount of compensation which the latter may potentially obtain under Article 7 of that regulation. Such information does not concern the ‘rules for compensation and assistance in line with this Regulation’ within the meaning of Article 14(2) of that regulation, but their application to an individual case.

108 In the light of the foregoing, the answer to the seventh question in Case C 188/20 is that Article 14(2) of Regulation No 261/2004 must be interpreted as requiring the operating air carrier to inform the air passenger of the precise name and address of the undertaking from which that passenger may claim compensation under Article 7 of that regulation and, where appropriate, to specify the documents which must be attached to his or her claim for compensation, without, however, requiring that carrier to inform the air passenger of the exact amount of compensation which the latter may potentially obtain under Article 7 of that regulation.

Costs

109 Since these proceedings are, for the parties to the main proceedings, a step in the actions pending before the referring courts, the decisions on costs are a matter for those courts. Costs incurred in submitting observations to the Court, other than the costs of those parties, are not recoverable.

On those grounds, the Court (First Chamber) hereby rules:

Article 3(2)(a) of 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, must be interpreted as meaning that the passenger has a ‘confirmed reservation’, within the meaning of that provision, where the tour operator submits to that passenger, with whom it has a contract, ‘other proof’, within the meaning of Article 2(g) of that regulation, by which he or she is assured transport on a particular flight, individualised by points of departure and destination, times of departure and arrival, and the flight number, even in cases where that tour operator has not received confirmation from the air carrier concerned as to the times of departure and arrival of that flight. Article 2(b) of Regulation No 261/2004 must be interpreted as meaning that an air carrier may be classified as an ‘operating air carrier’ within the meaning of that provision in respect of a passenger if that passenger has concluded a contract with a tour operator for a particular flight operated by that air carrier without that air carrier having confirmed the hours of the flight or without that tour operator having made a booking for that passenger with that air carrier. Article 2(h), Article 5(1)(c), the second sentence of Article 7(1) and Article 7(2) of Regulation No 261/2004 must be interpreted as meaning that the scheduled time of arrival of a flight, within the meaning of those provisions, can be determined, for the purposes of the compensation payable under Article 7 of that regulation, from ‘other proof’ within the meaning of Article 2(g) of that regulation, issued to the passenger by the tour operator. Article 2(l) and Article 5(1) of Regulation No 261/2004 must be interpreted as meaning that a flight is regarded as having been ‘cancelled’ in the case where the operating air carrier brings that flight forward by more than one hour. Article 7(2) of Regulation No 261/2004 must be interpreted as meaning that it is not applicable to a situation in which the amount of time by which the arrival of a flight has been brought forward is within the limits referred to in that provision. Article 5(1)(a) and Article 8(1)(b) of Regulation No 261/2004 must be interpreted as meaning that informing a passenger, before the beginning of his or her journey, that his or her flight has been brought forward may constitute an ‘offer of re-routing’ within the meaning of that latter provision. Article 14(2) of Regulation No 261/2004 must be interpreted as requiring the operating air carrier to inform the air passenger of the precise name and address of the undertaking from which that passenger may claim compensation under Article 7 of that regulation and, where appropriate, to specify the documents which must be attached to his or her claim for compensation, without, however, requiring that carrier to inform the air passenger of the exact amount of compensation which the latter may potentially obtain under Article 7 of that regulation.

[Signatures]

* Language of the cases: German.