
DRAFT STATUTORY INSTRUMENTS

2018 No.

**The Package Travel and Linked Travel
Arrangements Regulations 2018**

PART 3

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

Alteration of other package travel contract terms

- 11.**—(1) The provisions of this regulation are implied as a term in every package travel contract.
- (2) The organiser must not unilaterally change the terms of a package travel contract before the start of the package, other than the price in accordance with regulation 10, unless—
- (a) the contract allows the organiser to make such changes;
 - (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.
- (3) Paragraphs (4) to (11) apply where, before the start of the package, the organiser—
- (a) is constrained by circumstances beyond the control of the organiser to alter significantly any of the main characteristics of the travel services specified in paragraphs 1 to 10 of Schedule 1;
 - (b) cannot fulfil the special requirements specified in paragraph 1 of Schedule 5; or
 - (c) proposes to increase the price of the package by more than 8% in accordance with regulation 10(4).
- (4) The organiser must, 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 (3) and, where appropriate, in accordance with paragraph (7), their impact on the price of the package;
 - (b) a reasonable period within which the traveller must inform the organiser of the decision pursuant to paragraph (5);
 - (c) the consequences of the traveller's failure to respond within the period referred to in subparagraph (b); and
 - (d) any substitute package, of an equivalent or higher quality, if possible, offered to the traveller and its price.
- (5) The traveller may, within a reasonable period specified by the organiser—
- (a) accept the proposed changes; or
 - (b) terminate the contract without paying a termination fee.
- (6) Where the traveller terminates the contract pursuant to paragraph (5)(b), the traveller may accept a substitute package, where this is offered by the organiser.

(7) Where—

- (a) the changes to the package travel contract referred to in paragraph (3), or
- (b) the substitute package referred to in paragraph (6),

result in a package of lower quality or cost, the traveller is entitled to an appropriate price reduction.

(8) Where—

- (a) the traveller terminates the contract pursuant to paragraph (5)(b), and
- (b) the traveller does not accept a substitute package,

the organiser must 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.

(9) Where paragraph (8) applies, regulation 16(2) to (10) applies.

(10) Where the traveller does not confirm, within the period specified in paragraph (5), whether the traveller wishes to—

- (a) accept the proposed change, or
- (b) terminate the contract,

in accordance with that paragraph, the organiser must notify the traveller, a second time, of the matters in sub-paragraphs (a) to (d) of paragraph (4).

(11) If, having been notified under paragraph (10), the traveller fails to respond, the organiser may terminate the contract and 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.