
DRAFT STATUTORY INSTRUMENTS

2018 No.

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

PART 4

Performance of the package

Responsibility for the performance of the package

15.—(1) The provisions of this regulation are implied as a term in every package travel contract.

(2) The organiser is liable to the traveller 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.

(3) The traveller must inform the organiser without undue delay, taking into account the circumstances of the case, of any lack of conformity which the traveller perceives during the performance of a travel service included in the package travel contract.

(4) If any of the travel services are not performed in accordance with the package travel contract, the organiser must remedy the lack of conformity within a reasonable period set by the traveller 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.

(5) Where the organiser does not remedy the lack of conformity within a reasonable period set by the traveller for a reason mentioned in sub-paragraph (a) or (b) of paragraph (4), regulation 16 applies.

(6) Where the organiser refuses to remedy the lack of conformity or where immediate remedy is required, the traveller—

- (a) may remedy the lack of conformity; and
- (b) is entitled to reimbursement of the necessary expenses.

(7) A traveller to whom paragraph (6)(a) applies is not required to—

- (a) set a reasonable period pursuant to paragraph (4), and
- (b) if such a period has been set, wait until the end of the period,

before the traveller remedies the lack of conformity.

(8) Where the organiser is unable to provide a significant proportion of the travel services as agreed in the package travel contract, the organiser must 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 agreed.

(9) Where the organiser offers proposed alternative arrangements which result in a package of lower quality than that specified in the package travel contract, the organiser must grant the traveller an appropriate price reduction.

(10) The traveller may reject the proposed alternative arrangements offered under paragraph (8) only if—

- (a) they are not comparable to the arrangements which were agreed in the package travel contract; or
- (b) the price reduction granted is inadequate.

(11) Where—

- (a) a lack of conformity substantially affects the performance of the package; and
- (b) the organiser fails to remedy the lack of conformity within the reasonable period,

the traveller may terminate the package travel contract without paying a termination fee and, where appropriate, is entitled to a price reduction, or compensation for damages, or both, in accordance with regulation 16.

(12) If—

- (a) the organiser is unable to make alternative arrangements, or
- (b) the traveller rejects the proposed alternative arrangements in accordance with paragraph (10),

the traveller is, where appropriate, entitled to a price reduction, or compensation for damages, or both, in accordance with regulation 16 without terminating the package travel contract.

(13) If the package includes the carriage of passengers, the organiser must, in the cases referred to in paragraphs (11) and (12), also provide repatriation of the traveller with equivalent transport without undue delay and at no extra cost to the traveller.

(14) Where the organiser is unable to ensure the traveller's return as agreed in the package travel contract because of unavoidable and extraordinary circumstances, the organiser must bear the cost of necessary accommodation, if possible of equivalent category—

- (a) for a period not exceeding 3 nights per traveller; or
- (b) where a different period is specified in the Union passenger rights legislation applicable to the relevant means of transport for the traveller's return, for the period specified in that legislation.

(15) The limitation of costs referred to in paragraph (14) does not apply to persons with reduced mobility as defined in point (a) of Article 2 of Regulation (EC) No 1107/2006 of the European Parliament and of the Council, concerning the rights of disabled persons and persons with reduced mobility when travelling by air⁽¹⁾ 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.

(16) The organiser's liability under paragraph (14) may not be limited by reason of unavoidable and extraordinary circumstances if the relevant transport provider may not rely on such circumstances under the applicable Union passenger rights legislation.

Price reduction and compensation for damages

16.—(1) The provisions of this regulation are implied as a term in every package travel contract.

(1) OJ No L 2004, 26.7.2006, p. 1. Point (a) of Article 2 provides that 'person with reduced mobility' means "any person whose mobility when using transport is reduced due to any physical disability (sensory or locomotor, permanent or temporary), intellectual disability or impairment, or any other cause of disability, or age, and whose situation needs appropriate attention and the adaptation to his or her particular needs of the service made available to all passengers".

(2) The organiser must offer the traveller an appropriate price reduction for any period during which there is a lack of conformity, unless the organiser proves that the lack of conformity is attributable to the traveller.

(3) The organiser must offer the traveller, without undue delay, appropriate compensation for any damage which the traveller sustains as a result of any lack of conformity.

(4) The traveller is not entitled to compensation for damages under paragraph (3) 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.

(5) In so far as the international conventions 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 are to apply to the organiser.

(6) In other cases, the package travel contract may limit compensation to be paid by the organiser as long as that limitation—

- (a) does not apply to personal injury or damage caused intentionally or with negligence or does not limit any liability that cannot be limited by law; and
- (b) does not amount to less than 3 times the total price of the package.

(7) Any right to compensation or price reduction under these Regulations does not affect the rights of travellers under—

- (a) the Union passenger rights legislation; and
- (b) the international conventions.

(8) Travellers may present claims under—

- (a) these Regulations;
- (b) the Union passenger rights legislation; and
- (c) the international conventions.

(9) Where a traveller is granted compensation or a price reduction under—

- (a) these Regulations, and
- (b) the Union passenger rights legislation or the international conventions,

the organiser must deduct the compensation or price reductions referred to in sub-paragraph (b) from the compensation or price reduction referred to in sub-paragraph (a) to avoid overcompensation.

(10) In this regulation, the “international conventions” means—

- (a) the Carriage by Air Conventions, within the meaning given in section 1(5) of the Carriage by Air Act 1961⁽²⁾;
- (b) the Athens Convention of 1974 on the Carriage of Passengers and their Luggage by Sea⁽³⁾;
- (c) the Convention of 1980 concerning International Carriage by Rail (COTIF)⁽⁴⁾.

(2) 1961 c. 27. Section 1 was substituted by S.I. 2002/263.

(3) Council Decision 2012/22EU 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 L8, 12.1.2012, p. 1).

(4) 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).

Possibility of contacting the organiser via the retailer

17.—(1) The provisions of this regulation are implied as a term in every package travel contract.

(2) 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.

(3) The retailer must forward those messages, requests or complaints to the organiser without undue delay.

(4) For the purpose of compliance with time-limits or limitation periods, receipt of the messages, requests or complaints referred to in this regulation by the retailer are to be considered as receipt by the organiser.

Obligation to provide assistance

18.—(1) The provisions of this regulation are implied as a term in every package travel contract.

(2) Where a traveller is in difficulty, the organiser must give appropriate assistance without undue delay, including in the circumstances referred to in regulation 15(14), 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.

(3) The organiser may charge a fee for such assistance if the difficulty is caused intentionally by the traveller or through the traveller's negligence but that fee—

- (a) must be reasonable; and
- (b) must not exceed the actual costs incurred by the organiser.