
STATUTORY INSTRUMENTS

2012 No. 1017

**The Civil Aviation (Air Travel
Organisers' Licensing) Regulations 2012**

PART 3

REGULATION OF FLIGHT-PLUS

Definition of a Flight-Plus

24.—(1) Subject to paragraphs (3), (4) and (5), a Flight-Plus exists when paragraphs (a) to (d) are satisfied—

- (a) flight accommodation is made available which includes as a minimum—
 - (i) a flight out of the United Kingdom; or
 - (ii) a flight into the United Kingdom where the consumer has commenced the journey in the United Kingdom and departed the United Kingdom using another means of transport; and
- (b) living accommodation outside the United Kingdom or self-drive car hire outside the United Kingdom or both is requested to be booked and is supplied by any person under or in connection with the contract for such flight accommodation; and
- (c) such living accommodation or self-drive car hire is requested to be booked by or on behalf of the consumer on the same day as the consumer requests to book the flight accommodation, the previous day or the next day;
- (d) the arrangement covers a period of more than twenty-four hours or includes overnight living accommodation.

(2) Where a Flight-Plus exists, any other tourist services will be included in the Flight-Plus if such services—

- (a) are not ancillary to flight accommodation or living accommodation;
- (b) account for a significant proportion of the Flight-Plus;
- (c) were supplied under or in connection with the contract for the flight accommodation; and
- (d) were requested to be booked by or on behalf of the consumer on the same day as the consumer requested to book the flight accommodation, the previous day or the next day.

(3) A package is not a Flight-Plus except—

- (a) where a package does not include flight accommodation, flight accommodation (as described in paragraph (1)(a)) is requested to be booked by or on behalf of the consumer on the same day as the consumer requests to book the package, the previous day or the next day; or
- (b) where a package does include flight accommodation, living accommodation or self-drive car hire outside the United Kingdom is requested to be booked by or on behalf of the

consumer on the same day as the consumer requests to book the package, the previous day or the next day.

- (4) A flight which begins and ends in the United Kingdom does not form part of a Flight-Plus.
- (5) A Flight-Plus will cease to exist if—
 - (a) the consumer withdraws from the contract for any component of the Flight-Plus; and
 - (b) as a consequence of that withdrawal, the requirements in paragraph (1) are no longer satisfied.

Definition of Flight-Plus arranger

- 25.** A Flight-Plus arranger means a person (other than the operator of the relevant aircraft) who—
- (a) as a principal or an agent, makes available flight accommodation in response to a request to book which has been made directly to them by a consumer; and
 - (b) has taken or takes any step which is intended to include, facilitate or enable, or has the effect of including, facilitating or enabling the inclusion of, that flight accommodation as a component of a Flight-Plus.

Obligations of a Flight-Plus arranger to provide alternative flight accommodation, living accommodation and self-drive car hire prior to departure

- 26.—**(1) It is a term of any ATOL that—
- (a) subject to regulation 30, where before the intended departure, the Flight-Plus arranger becomes aware that flight accommodation, living accommodation, self-drive car hire or any combination of these forming part of a Flight-Plus will not be provided, the Flight-Plus arranger must make suitable alternative arrangements, at no extra cost to the consumer, for alternative flight accommodation, living accommodation, or self-drive car hire, as appropriate; and
 - (b) if it is impossible to make alternative arrangements as described in sub-paragraph (a) or the arrangements offered are not accepted by the consumer for good reasons, the Flight-Plus arranger must refund to the consumer the amount paid by the consumer, on their own behalf or on another consumer's behalf, for all of the flight accommodation, living accommodation, self drive car hire and other tourist services forming part of the Flight-Plus.

(2) For the purposes of this Part, flight accommodation which forms part of a Flight-Plus will not be provided if either no flight accommodation is provided or if, having regard to the dates, times and points of departure and return, the alternative flight accommodation offered under paragraph (1) or regulation 27 varies significantly from that contracted for.

Obligations of a Flight-Plus arranger to provide alternative flight accommodation, living accommodation and self-drive car hire after departure

- 27.** It is a term of any ATOL that—
- (a) subject to regulation 30, where after departure, the Flight-Plus arranger becomes aware that flight accommodation which forms part of a Flight-Plus will not be provided, the Flight-Plus arranger must provide the consumer, at no extra cost, with suitable alternative transport back to the place of departure, or to another return-point to which the consumer has agreed;
 - (b) where after departure, the Flight-Plus arranger becomes aware that living accommodation or car hire which forms part of a Flight-Plus will not be provided, the Flight-Plus

arranger must provide the consumer, at no extra cost, with suitable alternative living accommodation or self-drive car hire, as appropriate; and

- (c) if it is impossible to make arrangements in accordance with paragraph (a) or (b) or the arrangements offered are not accepted by the consumer for good reasons, the Flight-Plus arranger must refund to the consumer the amount paid by the consumer, on their own behalf or on another consumer's behalf, for all of the unused flight accommodation, living accommodation, self-drive car hire and other tourist services forming part of the Flight-Plus.

Extent of compensation to be provided for flight accommodation, living accommodation and self-drive car hire

28. It is a term of any ATOL that—

- (a) subject to regulation 30, where suitable alternative flight accommodation, living accommodation or self-drive car hire is provided under regulation 26 or 27, the Flight-Plus arranger must, where appropriate, compensate the consumer for the difference between the flight accommodation, living accommodation and self-drive car hire offered as part of the Flight-Plus and the flight accommodation, living accommodation and self-drive car hire supplied; and
- (b) the compensation to be provided must include any incidental expenses reasonably incurred by the consumer including but not limited to additional living accommodation expenses.

Obligations of a Flight-Plus arranger to provide a refund for tourist services other than flight accommodation, living accommodation and self-drive car hire

29. It is a term of any ATOL that, subject to regulation 30, in the case of the non-provision of any tourist service forming part of a Flight-Plus other than flight accommodation, living accommodation or self-drive car hire, the Flight-Plus arranger is liable to refund to the consumer the amount paid by the consumer, on their own behalf or on another consumer's behalf, for that tourist service.

Limitation of obligations of Flight-Plus arranger

30. A Flight-Plus arranger is not liable to the consumer under regulations 26 to 29 for the provision of flight accommodation, living accommodation or self-drive car hire forming part of a Flight-Plus or to provide a refund in relation to any other tourist service forming part of a Flight-Plus except where the reason for the non-availability of the flight accommodation, living accommodation or self-drive car hire or the non-provision of the other tourist service forming part of the Flight-Plus is—

- (a) the insolvency of any person concerned with its provision; or
- (b) the failure of the ATOL holder who made available the flight accommodation.