

TRANSPOSITION NOTE

**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 NO 326, 11.12.2015, p. 1)

**TRANSPOSED BY THE PACKAGE TRAVEL AND LINKED TRAVEL ARRANGEMENTS
REGULATIONS 2018**

<i>Article</i>	<i>Objective</i>	<i>Transposition</i>
1	<p><i>Subject matter</i></p> <p>This Article sets out the purpose of the Directive.</p>	Does not require transposition.
2	<p><i>Scope</i></p> <p>This Article defines what is included and excluded from the Directive.</p>	<p>Regulation 3</p> <p>It is not considered necessary to transpose Article 2.3 which confirms that the Directive does not affect Member State general contract law.</p>
3	<p><i>Definitions</i></p>	Regulation 2, except “off-premises contract” (in regulation 7(13)).
4	<p><i>Level of harmonisation</i></p> <p>Member States (except where the Directive provides otherwise) must not maintain or introduce provisions diverging from those in the Directive.</p>	Does not require transposition.
5	<p><i>Pre-contractual information</i></p> <p>Before a traveller enters into a package travel contract, the organiser and (if applicable) the retailer must provide travellers with:</p> <p>i. specific information about the package (Article 5.1(a)-(h));</p>	<p>Regulation 5</p> <p>The specific information in Article 5.1 is set out in Schedule 1.</p> <p>The standard information and forms are set out in Schedules 2 to 4.</p> <p>If a package is sold through a retailer, under regulation 4 the organiser and</p>

	<p>ii. standard information about their rights under the Directive, set out on a prescribed form.</p>	<p>retailer must ensure that the duties imposed by regulations 5 to 7 are performed but they may agree which one of them will do so.</p>
6	<p><i>Binding character of pre-contractual information and conclusion of the package travel contract</i></p> <p>Certain elements of the specific information under Article 5.1 form an integral part of the package travel contract and must not be altered unless the traveller is informed and the parties expressly agree.</p>	<p>Regulation 6</p> <p>Regulation 4 applies as explained for Article 5.</p>
7	<p><i>Content of the package travel contract and documents to be supplied before the start of the package</i></p> <p>The package travel contract must be plain and intelligible, and a copy or confirmation provided on a durable medium. The contract / confirmation must include specified information.</p>	<p>Regulation 7</p> <p>The specified information is set out in Schedules 1 and 5.</p> <p>Regulation 4 applies as explained for Article 5.</p>
8	<p><i>Burden of proof</i></p> <p>The burden of proof to demonstrate compliance with the requirements in Articles 5 to 7 is on the trader.</p>	<p>Regulation 8</p> <p>This provision does not apply in proceedings for criminal offences.</p>
9	<p><i>Transfer of the package travel contract to another traveller</i></p> <p>Travellers may transfer the contract to another person, on reasonable notice to the organiser. The organiser may charge a fee, limited to its costs.</p>	<p>Regulation 9</p>
10	<p><i>Alteration of the price</i></p> <p>Organisers may, if provided for in the contract and no later than 20 days before the package starts, increase the package price in limited circumstances (changes in fuel cost, taxes, exchange rates); if the contract gives the organiser that right,</p>	<p>Regulation 10</p>

	travellers have a corresponding right to any decrease. If the increase exceeds 8%, the traveller can terminate the contract without a fee.	
11	<p><i>Alteration of other package travel contract terms</i></p> <p>Organisers must not unilaterally change the terms of the contract (other than price under Article 10), save for insignificant changes permitted by the contract. If the organiser is constrained to alter significantly any of the main characteristics of the package, the traveller may terminate the contract without paying a fee or may accept another equivalent package.</p>	Regulation 11
12	<p><i>Termination of the package travel contract and the right of withdrawal before the start of the package</i></p> <p>Travellers may terminate the contract at any time but if so they may be required to pay an appropriate termination fee (Article 12.1). They may also terminate the contract without paying a fee in the case of unavoidable and extraordinary circumstances at the destination affecting performance of the package or transport to it (Article 12.2).</p> <p>Organisers may terminate the contract, but must provide a full refund, if (subject to minimum notice periods) the number of travellers enrolled in a package does not meet a contractual minimum or the organiser cannot perform the package because of unavoidable and extraordinary circumstances (Article 12.3).</p> <p>Organisers must provide refunds owed without undue delay and in any event within 14 days (Article 12.4).</p> <p>Member States are permitted to allow travellers to withdraw from off-premises contracts within 14 days without giving a reason (Article 12.5)</p>	<p>Articles 12.1 and 12.2 are transposed by regulation 12</p> <p>Article 12.3 is transposed by regulation 13</p> <p>Article 12.4 is transposed by regulation 14</p> <p>Article 12.5 is not transposed.</p>

<p>13</p>	<p><i>Responsibility for the performance of the package</i></p> <p>Organisers are responsible for the performance of the package including where the services under the package are performed by third parties.</p> <p>If the services are not performed in accordance with the contract, organisers must remedy the lack of conformity within a reasonable time set by the traveller unless that is impossible or entails disproportionate costs (if so, travellers are entitled to a price reduction and compensation). If an organiser does not do so, travellers may do so themselves and obtain reimbursement or terminate the contract without a termination fee and with compensation for damage.</p> <p>If a significant proportion of the travel services cannot be provided the organiser must offer alternatives of equivalent or higher quality; if the services are of lower quality, the organiser must offer a price reduction.</p>	<p>Regulation 15</p> <p>Regulation 15 does not transpose the second paragraph of Article 13.1; that paragraph gives Member States the option of making retailers responsible for the performance of the package in addition to organisers.</p>
<p>14</p>	<p><i>Price reduction and compensation for damages</i></p> <p>If the services do not conform to the contract, travellers are entitled to a price reduction and compensation. Organisers are not required to reduce the price if the lack of conformity is attributable to the traveller or to pay compensation for damage attributable to the traveller, any unconnected third party or is due to unavoidable and extraordinary circumstances.</p> <p>Article 14 also governs the relationship with other rights to compensation under international conventions and EU rules including to avoid double compensation.</p> <p>Under Article 14.6, the limitation period for claims under Article 14 must not be less than 2 years.</p>	<p>Regulation 16</p> <p>Regulation 16 does not transpose Article 14.6. Regulation 16 is made an implied term of package travel contracts and section 5 of the Limitation Act 1980 provides that the limitation period for claims founded on simple contract is six years.</p>

15	<p><i>Possibility to contact the organiser via the retailer</i></p> <p>Travellers may contact the organiser via the retailer, who must forward communications without delay.</p>	Regulation 17
16	<p><i>Obligation to provide assistance</i></p> <p>Organisers must give appropriate assistance to travellers in difficulty, for instance where it is impossible to ensure their return in accordance with the package travel contract. That assistance includes provision of appropriate information on health services, local authorities and consular assistance and helping the traveller to find alternative travel arrangements. If the situation is caused by the traveller, organisers may charge a limited fee for doing so.</p>	Regulation 18
17	<p><i>Effectiveness and scope of insolvency protection</i></p> <p>Organisers established in the UK or in countries other than Member States must provide security for the refund of payments made by travellers and to cover expected costs of repatriation (and any necessary accommodation prior to repatriation) against the risk that these costs arise due to the organiser's insolvency.</p>	<p>Regulations 19 to 25.</p> <p>Regulation 19 sets out the general responsibility of organisers.</p> <p>Organisers may provide the relevant security either by a bond (regulations 20 and 21), appropriate insurance (regulation 22) or by a trust fund (regulation 23). In the case of a trust fund, organisers must (if relevant) obtain top-up insurance to cover repatriation costs and may mix trust fund and insurance protection in relation to security for the refund of travellers' payments (regulation 24).</p> <p>It is not necessary for organisers to comply with regulations 20-24 to the extent that they are covered by:</p> <ul style="list-style-type: none"> i. measures adopted by another Member State in which they are established; or ii. arrangements under the Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012 (ATOL);

		<p>the ATOL Regulations will be amended, to reflect the requirements of the Directive, by Regulations to be made by the Secretary of State for Transport.</p>
18	<p><i>Mutual recognition of insolvency protection and administrative cooperation</i></p> <p>In the case of organisers established in other Member States, the UK is required to recognise insolvency protection provided under the rules of that other Member State (Article 18.1).</p> <p>Member States must designate central contact points to facilitate administrative cooperation and supervision of organisers established in different Member States (Articles 18.2-4).</p>	<p>Article 18.1 is transposed by regulation 19(6)(a).</p> <p>Regulation 19(11) designates the Civil Aviation Authority as a central contact point for the purpose of Article 18.2 and 3. The Department for Business, Energy and Industrial Strategy (BEIS) will also act as a central contact point in relation to travel services not encompassing flights, but it is considered that BEIS can be designated administratively.</p>
19	<p><i>Insolvency protection and information requirements for linked travel arrangements</i></p> <p>Traders facilitating linked travel arrangements must:</p> <ul style="list-style-type: none"> i. provide security against the risk of their insolvency; this must cover refund of payments and, if that trader is the party responsible for the carriage of passengers, repatriation costs; ii. inform travellers, on a standard form, that they will benefit from insolvency protection but not other rights under the Directive applying to packages. 	<p>Regulation 26 and Schedules 6 to 10 (the Schedules contain the standard forms in Annex II of the Directive).</p> <p>Regulation 26 requires traders to provide that security by the means in regulations 20 to 24, subject again to the exemption to the extent that they obtain security under the rules of another Member State or ATOL.</p>
20	<p><i>Specific obligations of the retailer where the organiser is established outside the European Economic Area</i></p> <p>If an organiser is established outside the EEA, the retailer established in a</p>	<p>Regulation 27</p>

	Member State will be subject to the obligations in Articles 13-18 unless the retailer provides evidence that the organiser complies with those Articles.	
21	<p><i>Liability for booking errors</i></p> <p>Traders are liable for errors due to technical defects in booking systems which are attributable to them.</p>	Regulation 28
22	<p><i>Right of redress</i></p> <p>If an organiser or retailer gives a price reduction or pays compensation or meets other obligations, it may seek redress from a third party which has contributed to the relevant event.</p>	Regulation 29
23	<p><i>Imperative nature of the Directive</i></p> <p>Organisers of packages and traders facilitating linked travel arrangements cannot absolve themselves of their obligations. Travellers may not waive their rights under the Directive.</p>	Regulation 30 (rights and obligations under these Regulations)
24	<p><i>Enforcement</i></p> <p>Member States must ensure adequate and effective means to ensure compliance with the Directive</p>	<p>Regulations 31 to 36 (Part 7).</p> <p>Criminal offences in: regulation 5(5) (failure to comply with regulation 5); regulation 7(12) (failure to provide a contract and prescribed information); regulation 19(9) (failure to put in place compliant insolvency cover for packages); regulation 25 (obtaining release of monies held on trust for insolvency cover by false statement); regulation 26(10) (failure to put in place compliant insolvency cover for linked travel arrangements).</p> <p>Under regulation 30(1), enforcement authorities are:</p> <ul style="list-style-type: none"> i. local weights and measures authorities (local authority trading standards) in Great Britain;

		<ul style="list-style-type: none"> ii. the Department for the Economy in Northern Ireland; iii. the Civil Aviation Authority. <p>Otherwise, rights and obligations are an implied term of contracts, with travellers being able to enforce them by claims of breach of contract. This is the case for regulations 6, 7(1), (3)-(6) and (9), 9(3)-(4), 10-18 and 28.</p> <p>Under Part 8 of the Enterprise Act 2002, relevant enforcers can seek enforcement orders against traders whose acts or omissions harm the collective interests of consumers.</p>
25	<p><i>Penalties</i></p> <p>Penalties must be effective, proportionate and dissuasive.</p>	As for Article 24. Criminal offences are punishable by fines.
26	<p><i>Reporting by the Commission and review</i></p> <p>The Commission must submit reports to the European Parliament and Council by 1 January 2019 and 2021.</p>	Does not require transposition.
27	<p><i>Amendment of Regulation (EC) No 2006/2004 and Directive 2011/83/EU</i></p> <p>Makes consequential amendments to those instruments.</p>	Does not require transposition.
28	<p><i>Transposition</i></p> <p>Transposition measures must apply from 1 July 2018</p>	Regulations 1(2) and (3) and 37.
29	<p><i>Repeal</i></p> <p>Repeal of Directive 90/314/EEC (previous package travel Directive)</p>	Does not require transposition.
30	<p><i>Entry into force</i></p>	Does not require transposition.

31	<i>Addressees</i>	Does not require transposition.
Annex I		
Part A	<i>Standard information form for package travel contracts where the use of hyperlinks is possible</i>	Schedule 2
Part B	<i>Standard information form for package travel contracts in situations other than those covered by Part A</i>	Schedule 3
Part C	<i>Standard information form where the organiser transmits data to another trader in accordance with point (b)(v) of point 2 of Article 3</i>	Schedule 4
Annex II		
Part A	<i>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</i>	Schedule 6
Part B	<i>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</i>	Schedule 7
Part C	<i>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</i>	Schedule 8
Part D	<i>Standard information form where the trader facilitating an online linked travel arrangement within the meaning</i>	Schedule 9

	<i>of point (b) of point 5 of Article 3 is a carrier selling a return ticket</i>	
Part E	<i>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</i>	Schedule 10
Annex III	<i>Correlation table</i>	Does not require transposition