
DRAFT STATUTORY INSTRUMENTS

2018 No.

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

PART 6

General provisions

Specific obligations of the retailer where the organiser is established outside the European Economic Area

27. Where—

- (a) an organiser is established outside the European Economic Area, and
- (b) a retailer established in the United Kingdom sells or offers for sale packages combined by that organiser,

the retailer is subject to the obligations for organisers set out in Parts 4 and 5, unless the retailer provides evidence that the organiser complies with those Parts.

Liability for booking errors

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

(2) A trader is liable—

- (a) for any errors due to technical defects in the booking system which are attributable to that trader; and
- (b) where the trader agrees to arrange the booking of a package or of travel services which are part of linked travel arrangements, for the errors made during the booking process.

(3) A trader is not liable for booking errors which—

- (a) are attributable to the traveller; or
- (b) are caused by unavoidable and extraordinary circumstances.

Right of redress

29. Where an organiser or, in a case under regulation 27, a retailer—

- (a) pays compensation,
- (b) grants a price reduction, or
- (c) meets the other obligations incumbent on the organiser or the retailer under these Regulations,

the organiser or retailer may seek redress from any third parties which contributed to the event triggering compensation, a price reduction or other obligations.

Rights and obligations under these Regulations

30.—(1) A declaration by an organiser of a package or a trader facilitating a linked travel arrangement that—

- (a) the organiser or trader is acting exclusively as a travel service provider, as an intermediary or in any other capacity, or
- (b) a package or a linked travel arrangement does not constitute a package or a linked travel arrangement,

does not absolve that organiser or trader from the obligations imposed upon them under these Regulations.

(2) A traveller may not waive any right granted to the traveller by these Regulations.

(3) Any contractual arrangement or any statement by the traveller which—

- (a) directly or indirectly waives or restricts the rights conferred on travellers pursuant to these Regulations, or
- (b) aims to circumvent the application of these Regulations,

is not binding on the traveller.