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DRAFT STATUTORY INSTRUMENTS

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**2018 No.**

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

**PART 2**

Information duties and content of the package travel contract

**Content of the package travel contract and other documents**

- 7.—(1) The relevant person must ensure that—
- (a) the package travel contract is in plain and intelligible language; and
  - (b) where the contract, or part of the contract, is in writing, the contract or the part of the contract, is in a legible form.
- (2) The relevant person must ensure that the package travel contract sets out the full content of the package and includes—
- (a) the information specified in Schedule 1; and
  - (b) the information specified in Schedule 5.
- (3) Subject to paragraphs (4) and (5), when the package travel contract is concluded, or without undue delay after its conclusion, the relevant person must provide the traveller with a copy or confirmation of the contract on a durable medium.
- (4) Where the contract is concluded in the simultaneous physical presence of the parties, the relevant person must provide to the traveller a paper copy of the package travel contract if the traveller so requests.
- (5) Where an off-premises contract is concluded, the relevant person must provide a copy or confirmation of that contract to the traveller on paper or, if the traveller agrees, on another durable medium.
- (6) Where a package of the kind described in regulation 2(5)(b)(v) is concluded—
- (a) the trader to whom the data are transmitted must inform the relevant person of the conclusion of the contract leading to the creation of a package; and
  - (b) the trader must provide the relevant person with the information necessary to comply with their obligations as the relevant person.
- (7) As soon as the organiser is informed, under paragraph (6), that a package has been created, the relevant person must provide the information in Schedule 5 to the traveller on a durable medium.
- (8) The relevant person must provide the information referred to in paragraphs (2) and (7) in a clear, comprehensible and prominent manner.
- (9) The relevant person must provide the traveller in good time, before the start of the package, with the necessary receipts, vouchers and tickets, information on the scheduled times of departure and, where applicable, the deadline for check-in, as well as the scheduled times for intermediate stops, transport connections and arrival.

(10) It is an implied condition (or, as regards Scotland, an implied term) of the contract that the relevant person complies with paragraphs (1), (3) to (6) and (9).

(11) In Scotland, any breach of the condition implied by paragraph (10) is deemed to be a material breach justifying rescission of the contract.

(12) Where the relevant person fails to comply with paragraph (2), (7) or (8), the organiser or, where the package travel contract is sold through a retailer, both the organiser and the retailer, commit an offence and are liable—

- (a) on summary conviction, to a fine in England and Wales, or in Scotland and Northern Ireland to a fine not exceeding the statutory maximum;
- (b) on conviction on indictment, to a fine.

(13) In paragraph (5), “off-premises contract” has the meaning given in point 8 of Article 2 of [Directive 2011/83/EU](#) of the European Parliament and the Council on consumer rights, amending Council [Directive 93/13/EEC](#) and [Directive 1999/44/EC](#) of the European Parliament and of the Council and repealing Council [Directive 85/577/EEC](#) and [Directive 97/7/EC](#) of the European Parliament and of the Council<sup>(1)</sup>.

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(1) OJ No L 304, 22.11.2011, p. 64. An “off-premises contract” is defined in point 8 of Article 2 as a contract: “(a) concluded in the simultaneous physical presence of the trader and the consumer, in a place which is not the business premises of the trader; (b) for which an offer was made by the consumer in the same circumstances as referred to in point (a); (c) concluded on the business premises of the trader or through any means of distance communication immediately after the consumer was personally and individually addressed in a place which is not the business premises of the trader in the simultaneous physical presence of the trader and the consumer; or (d) concluded during an excursion organised by the trader with the aim or effect of promoting and selling goods or services to the consumer”.