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STATUTORY INSTRUMENTS

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**2018 No. 634**

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

**PART 2**

Information duties and content of the package travel contract

**Information duties and “the relevant person”**

4.—(1) Where a package travel contract is sold through a retailer—

- (a) the organiser and the retailer must ensure that the duties imposed by regulations 5, 6 and 7 (“the information duties”) are performed;
- (b) the organiser and the retailer may agree whether the information duties are to be performed by the organiser or the retailer; and
- (c) either the organiser or the retailer must perform the information duties.

(2) Where a package travel contract is not sold through a retailer, the organiser must perform the information duties imposed by regulations 5, 6 and 7.

(3) In this Part, the person who, in accordance with this regulation, performs, or it is agreed is to perform, a duty imposed by a provision of regulation 5, 6 or 7, is “the relevant person” for the purposes of the provision of regulation 5, 6 or 7 under which the duty is performed or it is agreed is to be performed.

**Information to be provided by the relevant person before concluding a contract**

5.—(1) Subject to paragraph (3), before a package travel contract is concluded, the relevant person must provide the traveller with the information specified in Schedule 1, where applicable to the package.

(2) Subject to paragraph (3), before a package travel contract is concluded, the relevant person must also provide the traveller with—

- (a) where the use of hyperlinks is possible, the information in Schedule 2, using the form and wording set out in that Schedule;
- (b) where the use of hyperlinks is not possible, or the package travel contract is to be concluded by telephone, the information in Schedule 3, using the form and wording set out in that Schedule.

(3) Before a traveller is bound by a package of the kind described in regulation 2(5)(b)(v)—

- (a) the relevant person and the trader to whom the data are transmitted must ensure that each of them provides the information specified in Schedule 1, in so far as it is relevant for the respective travel services they offer; and
- (b) the relevant person must provide, at the same time, the information in Schedule 4, using the form and wording set out in that Schedule.

(4) Any information provided to the traveller under this regulation must be provided—

- (a) in a clear, comprehensible and prominent manner; and
- (b) where the information is provided in writing, in a legible form.

(5) Where the relevant person fails to provide information to the traveller in accordance with this regulation, 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.

### **Binding character of information provided before the conclusion of the contract**

6.—(1) Where the relevant person provides to the traveller the information specified in paragraphs 1 to 10, 12 to 14 and 16 of Schedule 1, that information—

- (a) forms an integral part of the package travel contract; and
- (b) must not be altered unless the traveller expressly agrees otherwise with the relevant person, as the case may be.

(2) The relevant person must communicate to the traveller any change to the information provided under regulation 5, in a clear, comprehensible and prominent manner before the conclusion of the package travel contract.

(3) Where, before the conclusion of the package travel contract, the relevant person does not provide the information which is required to be provided under paragraph (1) in respect of additional fees, charges or other costs referred to in paragraph 12 of Schedule 1 the traveller is not required to bear those fees, charges or other costs.

(4) It is an implied condition (or, as regards Scotland, an implied term) of the package travel contract that the relevant person complies with the provisions of this regulation.

(5) In Scotland, any breach of the condition implied by paragraph (4) is deemed to be a material breach justifying rescission of the 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>.

## **Burden of proof**

**8.—(1)** In case of dispute about the organiser or the retailer’s compliance with any provision of this Part, it is for the organiser or the retailer, as appropriate, to show that the provision was complied with.

(2) Paragraph (1) does not apply to proceedings for an offence under—

- (a) regulation 5(5); or
- (b) regulation 7(12).

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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”.

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**Status:** *This is the original version (as it was originally made).*

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