
STATUTORY INSTRUMENTS

2018 No. 634

**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 [^{F1}regulation 5 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013].

<p>F1 Words in reg. 7(13) substituted (31.12.2020) by The Package Travel and Linked Travel Arrangements (Amendment) (EU Exit) Regulations 2018 (S.I. 2018/1367), regs. 1(1), 4 (with reg. 1(2)(3)); 2020 c. 1, Sch. 5 para. 1(1)</p>

Changes to legislation:

There are currently no known outstanding effects for the The Package Travel and Linked Travel Arrangements Regulations 2018, Section 7.