

PART 8 OF THE ENTERPRISE ACT 2002 (“EA02”)

UNDERTAKINGS TO THE COMPETITION AND MARKETS AUTHORITY (“CMA”) UNDER SECTION 219 OF THE EA02 RELATING TO:

THE PACKAGE TRAVEL AND LINKED TRAVEL ARRANGEMENTS REGULATIONS 2018

Bravonext SA (hereafter ‘Bravonext’) of registered office Vicolo de’ Calvi 2, 6830 Chiasso, Switzerland voluntarily gives the following undertakings to the CMA under section 219 of the EA02.

For the avoidance of doubt these Undertakings relate to the CMA's consumer law investigation into Package holiday terminations, and do not amount to an admission that any person has infringed the law.

Bravonext has fully co-operated and constructively engaged with the CMA.

The CMA accepts these Undertakings on the basis of Bravonext’s assurances as to:

- (i) its future conduct regarding discharging certain obligations under Regulations 12, 13 and 14 of the Package Travel and Linked Travel Arrangements Regulations 2018; and

- (ii) the steps Bravonext has already taken to comply with these obligations.

UNDERTAKINGS

In accordance with sections 219 and 219B EA02, Bravonext undertakes:

- not to engage in any conduct which contravenes paragraphs 2 to 7 below;

- not to engage in such conduct in the course of its business or another Package holiday business; and

- not to consent to or connive in the carrying out of such conduct by a body corporate with which it has a special relationship (within the meaning of section 222(3) EA02).

Interpretation

1. Defined terms are set out below.

(1) When a date or time period is specified, the obligation must be met by 17:00 hours in the time zone of the UK on the relevant day.

(2) **“Affected Booking”** means a Package Travel Contract that has been terminated:

- i. by or on behalf of Bravonext in the Relevant Period in connection with the COVID-19 pandemic in circumstances where the Traveller would be entitled to a Refund under the PTRs; or
- ii. by a Traveller in the Relevant Period in connection with the COVID-19 pandemic in circumstances where the Traveller would be entitled to a Refund under the PTRs and Bravonext accepts (or has already accepted) that a Refund is payable to the Traveller.

(3) **“Affected Traveller”** means a Traveller in respect of an Affected Booking who made a payment to Bravonext but excluding -

- i. Any person who has already received a Refund;
- ii. Any person who has received and fully redeemed a Refund Credit Note;
- iii. Any person who has received a Refund Credit Note which
 - has a remaining credit balance;
 - is within its expiry date, and;
 - in respect of which the individual has not claimed cash redemption.

- iv. Any person who has accepted a Package offered by Bravonext as an alternative to that which was the subject of the terminated Package Travel Contract.
- (4) **“Cash”** means any bankable method of payment.
- (5) **“Future Cancellation”** means situations in which termination of a Package Travel Contract occurs on or after 3 December 2020, in circumstances where the PTRs entitle the Traveller to a full refund (without any deductions) of all payments they made under the Package Travel Contract, and Bravonext accepts that a full refund is due to the Traveller.
- (6) **“Package”** has the meaning set out in regulation 2(5) of the PTRs.
- (7) **“Package Travel Contract”** has the meaning set out in regulation 2(1) of the PTRs.
- (8) **“PTRs”** means The Package Travel and Linked Travel Arrangements Regulations 2018.
- (9) **“Refund”** means a repayment in Cash of the total sum that the Affected Traveller has paid in respect of the Affected Booking, (less any amount previously refunded).
- (10) **“Refund Credit Note”** means a refund credit note provided by Bravonext to Travellers with Affected Bookings for a specified monetary sum representing the amount due to be refunded to the Traveller under the PTRs. Up until its stated expiry date it carries the same financial protection as the original Package to which the refund related, and it can be redeemed for cash and/or alternative travel services booked with Bravonext.
- (11) **“Relevant Period”** means 17 March 2020 to 2 December 2020 inclusive.
- (12) **“Traveller”** means any individual who has concluded a contract or is entitled to travel on the basis of a contract concluded for the provision of a package holiday with Bravonext, within the scope of the PTRs.

Refunds

2. Bravonext will ensure that:

- 1) Refunds will be made in respect of Affected Bookings and that they will generally be processed in chronological order according to the date of termination.
- 2) Payment of Refunds to Affected Travellers shall be made without undue delay and in any event, at least half of all Affected Travellers shall receive a Refund by 16 December 2020; and all remaining Refunds shall be made as soon as possible, and no later than 31 January 2021.

For the avoidance of doubt, Bravonext will comply with the requirements of this paragraph irrespective of whether it has received a refund of any amounts it has paid to any of the service providers associated with the Affected Booking (for example, the airline or accommodation provider).

Future Obligations

3. In the case of Future Cancellations, Bravonext will ensure that:
 - 1) processes are put in place and followed so that where full Refunds are required to be paid, this is done without undue delay and, in any event;
 - 2) Refunds are paid in full not later than 14 days after the termination of the Package Travel Contract.

For the avoidance of doubt, Bravonext will comply with the requirements of this paragraph irrespective of whether it has received a refund of any amounts it has paid to any of the service providers associated with the relevant Package Travel Contract (for example, the airline or accommodation provider).

Reporting

4. Without prejudice to any further information notice¹ that might be sent to it by the CMA, Bravonext will provide the CMA with an initial report on **10 January 2021** providing the following information:
 - 1) The total number and value of Affected Bookings for which:

¹ Under Part 3 of Schedule 5 to the Consumer Rights Act 2015.

- i. A Refund had been paid to the Affected Traveller as at 16 December 2020; and
 - ii. A Refund had not been paid to the Affected Traveller as at 16 December 2020.
 - 2) The number and value of Refunds that remained outstanding as at 16 December 2020:
 - i. Broken down by the month in which the Affected Booking was terminated; and
 - ii. Expressed as a percentage of total Affected Bookings.
5. Bravonext will provide the CMA with a further report on 10 February 2021 providing the following information:
 - 1) The total number of Affected Bookings divided between:
 - i. The number where a Refund had been paid to the Affected Traveller as at 31 January 2021, and
 - ii. The number where a Refund had not yet been paid to the Affected Traveller as at 31 January 2021.
 - 2) For any Affected Bookings where a Refund had not yet been paid to the Affected Traveller as at 31 January 2021:
 - i. the total amount outstanding under all relevant Affected Bookings;
 - ii. an explanation as to why these payments have not been made yet;
 - iii. the steps that Bravonext has taken to make the outstanding payments; and
 - iv. confirmation of when these payments will be made.
6. If the report submitted by Bravonext under paragraph 5 indicates that Refunds had not yet been paid in more than 100 Affected Bookings, Bravonext will provide the CMA with a further report on 10 March 2021 providing the information set out in sub-paragraph 5(2) relating to the interim period.
7. Bravonext will also provide reports on the payment of Refunds to Travellers in respect of Future Cancellations falling within the scope of paragraph 3 of these Undertakings. The reports will provide the information listed in sub-paragraphs

7(1) to (3) below in relation to the relevant period covered. The first report will be provided on **10 February 2021** and will cover the period from **3 December 2020** to the date of that report. Bravonext will provide subsequent reports on **10 March 2021** and **10 June 2021** each of which will cover the period since the previous report under this paragraph.

- 1) The total number of Future Cancellations within the time period; and
- 2) A break down by number of Future Cancellations in respect of which:
 - i. the Traveller has been paid a full Refund, of which;
 - a. the full Refund was paid within 14 days from the termination of the Package Travel Contract;
 - b. the full Refund was paid later than 14 days after the termination of the Package Travel Contract;
 - ii. the payment of the full Refund remains outstanding as at the date of the report.
- 3) Such other information as the CMA reasonably requests and notifies in writing relevant to the discharge of these Undertakings.

BY SIGNING THESE UNDERTAKINGS BRAVONEXT SA ARE AGREEING THAT THEY WILL BE BOUND BY THEM.

THESE UNDERTAKINGS REPRESENT A COMMITMENT BY BRAVONEXT SA IN RELATION TO FUTURE COMPLIANCE WITH CONSUMER PROTECTION REGULATION AND PRACTICE. THESE UNDERTAKINGS DO NOT AMOUNT TO AN ADMISSION THAT ANY PERSON HAS COMMITTED ANY CRIMINAL OFFENCE OR OTHERWISE INFRINGED THE LAW.

IF HAVING SIGNED THIS DOCUMENT BRAVONEXT SA BREACHES ANY OF THE ABOVE UNDERTAKINGS, THEY ARE AWARE THAT THEY MAY BE THE SUBJECT OF AN

APPLICATION TO THE COURT FOR AN ENFORCEMENT ORDER UNDER SECTION 215 OF THE EA02.

THE CMA WILL CONSIDER VARYING OR TERMINATING THE UNDERTAKINGS, EITHER UPON REQUEST FROM BRAVONEXT SA OR UNDER THE CMA'S OWN INITIATIVE, WHERE THERE HAS BEEN A CHANGE OF CIRCUMSTANCES SUCH THAT THE UNDERTAKING IS NO LONGER APPROPRIATE IN DEALING WITH THE ISSUES IT WAS DESIGNED TO REMEDY (EG IF THE UNDERTAKING IS AFFECTED BY NEW LEGISLATION OR CHANGES IN MARKET CONDITIONS).

Signed on behalf of BRAVONEXT SA

Date

.....