

The revised Package Travel and Linked Travel Arrangements Regulations 2018

Guidance for Business

The Package Travel and Linked Travel Arrangements Regulations 2018 were amended by the Package Travel and Linked Travel Arrangements (Amendment) Regulations 2026 and this guidance reflects those amendments.

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Introduction

Amendments to the Package Travel and Linked Travel Arrangements Regulations 2018

The Package Travel and Linked Travel Arrangements Regulations 2018 (“PTRs”) have been amended by the Package Travel and Linked Travel Arrangements Regulations (Amendment) Regulations 2026 (“the 2026 Regulations”). The amendments commence on 6 April 2027. In particular, the 2026 Regulations made three amendments:

- **Reclassified Linked Travel Arrangements (LTA) Type A as packages:** This is where a trader facilitates the separate selection of, and separate payment for, bookings for the same trip through a single point of sale (online or offline) on the occasion of a single visit or contact by the traveller with that point of sale. These arrangements are no longer ‘LTA Type A’ with separate requirements. Instead, they are simply a type of package and subject to the same rules that apply to packages. In this guidance, they are described as ‘Package Category 7’.
- **Removed LTA Type B:** LTA Type B arrangements were where a trader facilitated in a targeted manner the procurement of one or more additional service(s) from another trader where a contract with such other trader is concluded at the latest 24 hours after confirmation of the booking of the first travel service. These types of arrangements are no longer included in the regulations.
- **Replaced Regulation 29 (right to redress) with regulation 29A (right to refund) and 29B (right of redress):** Under regulation 29A, if the third party fails to perform the service they agreed, the organiser or retailer has a right to a refund within 14 days. Under regulation 29B, if the organiser or retailer has to compensate a traveller in some way, they have a right to redress from any third party if the third party contributed to the event triggering the compensation.

Note:

The amendments commence on 6 April 2027 and do not have any effect in relation to any package travel contract or any linked travel arrangement entered into before the commencement date.

Businesses should therefore take care when applying this guidance around the commencement date and, where appropriate, consider retaining records showing when the relevant package travel or linked travel arrangement was made.

This Guidance describes how the PTRs will operate after the 2026 Regulations commence.

Background to the Package Travel and Linked Travel Arrangements Regulations 2018

Holidays are usually a major expense for the average consumer. Households spend on average £23.10 per week on package holidays which constitutes 34% of total spending on recreation and culture (ONS 2014 Living Costs and Food Survey). The UK Government and travel industry have a long history of providing protection to holidaymakers. The PTRs build upon this history to make the legislation fit for the modern travel market.

Package holidays are unique as they are often complex combinations of travel services which typically include transport and accommodation, and may also include other services, such as excursions and vehicle hire. As various service providers are often involved, a problem with the delivery of one service may affect the delivery of others. The traveller may find it difficult to deal with subcontractors (e.g. due to language barriers) and in such cases may not even have a contract with the various service providers.

Typically, consumers pay large sums, often long in advance of the service being provided, which makes them vulnerable to insolvency. Consumers are generally unaware of the financial stability of holiday providers and can face considerable difficulty in getting a refund from an insolvent company. There is also a risk that holidaymakers will be stranded far from home should their travel organiser collapse. The regulations were originally developed with these two issues particularly in mind.

The PTRs provide important protection for travellers to cover the unique characteristics of package holidays. Key protections include:

- Making the organiser liable for the performance of the travel services making up the package (even if performed by third parties, the organiser may seek redress from third party suppliers under regulation 29).
- Protection against the insolvency of package organisers, ensuring travellers are refunded, or where applicable, repatriated should the organiser become insolvent.
- Detailed information requirements that make it clear what product the traveller is buying and the associated protections.

This guidance relates to the PTRs. Other consumer legislation may also apply in certain circumstances.

This document provides guidance only and does not substitute reading the PTRs. The guidance seeks to explain the Government's intentions in making the PTRs, but interpretation of the PTRs is for the courts. We have included a number of hypothetical case studies to help illustrate the intention; however we would emphasise that traders should consider the application of the PTRs in the circumstances of each specific case. This guidance does not provide legal or other advice and, if in doubt as to your obligations, you are strongly recommended to obtain legal advice.

Scope

1. The PTRs apply, throughout the UK, to the sale of **packages**.
2. Under the PTRs, a **traveller** can be any individual and can include some business travellers (subject to the exemption for general agreements explained below). The definition of traveller is therefore wider than that of “consumer” in other consumer legislation.
3. We explain the concepts of “package” in more detail later in this guidance. However, the PTRs **do not apply** to the following packages (regulation 3(2)):
 - i. Packages that last less than 24 hours unless there was overnight accommodation included.
 - ii. Packages that are organised occasionally **and** on a not-for profit basis **and** for a limited group of travellers, such as a one-off trip arranged by a church for its members. We would consider occasionally to mean no more than a few times a year. This would apply to the not-for-profit organisation itself and not to an organiser serving that group or market on a commercial basis.

'Not for profit' exemption case studies

Case Study 1: A secondary school organises a four-day trip to Yorkshire for its GCSE Geography class. The students are taken by coach and stay in a youth hostel. Each student's parents/guardians are asked to pay for the cost of the youth hostel and food. This does not represent a package as the school is not delivering the trip on a commercial basis, and it is offered to a limited group of travellers on a one-off or occasional basis.

Case Study 2: A school arranges an optional volunteering trip to Costa Rica, including flights, transport once at their destination, accommodation, and a range of cultural and volunteering activities. The trip is organised by a travel company which specialises in offering 'tailor-made' trips like this to schools. This trip would be considered to be a package and the travel company would have to comply with the Package Travel Regulations for this trip.

- iii. Packages purchased on the basis of a general agreement. We consider that this exemption applies where companies make bookings through framework contracts with business travel agencies. In contrast, small businesses and professionals often use the same booking channels as holidaymakers and require a similar level of protection. Business travellers who choose to make their travel arrangements via consumer facing service providers where no general agreement for the booking of business travel is in place will continue to benefit from protections in the PTRs.

What is a package holiday?

4. A package holiday is generally the combination of two or more different types of travel services which are combined for the purpose of the same trip.

Travel services

5. There are four types of travel service (regulation 2(1)):

- i. **Carriage of passengers**

This includes flights, trains and coaches.

- ii. **Accommodation**

It is important to note that accommodation that is intrinsically part of carriage of passengers is not in scope. For instance, a ticket on a sleeper train where the purpose is to get from A to B and staying on board is a necessary part of that journey, would not constitute a package. Accommodation for residential purposes, including for long-term language courses, should not be considered as travel services.

- iii. **Motor Vehicle Hire.**

This includes car and motorcycle hire.

- iv. **Any other tourist service**

These are services that are not intrinsically part of the carriage of passengers, accommodation or motor vehicle hire but make up a significant part of the package. Examples of other tourist services include admission to concerts, sports events, excursions or event parks, guided tours, ski passes and rental of sports equipment such as skiing equipment, or spa treatments.

6. When only one of (i) carriage of passengers, (ii) accommodation or (iii) motor vehicle hire services are combined with an 'other tourist service' this only leads to the creation of a package if the 'other tourist service' is either (regulation 2(6)):
 - i. Advertised as an essential feature of the combination, or;
 - ii. Accounts for a significant proportion of the value of the combination. A 'rule of thumb' is that if the 'other tourist service' accounts for 25% or more of the value of the package then this should be indicative of it forming a significant proportion of the value of the package. "Value" is not defined in the PTRs although it will often coincide with the purchase price. In order to prevent circumvention, the intrinsic value may have to be considered where the price of the

main service is artificially high, and the price of tourist services is artificially low in order to bring the other tourist service below the significant threshold.

7. Whether on-site facilities such as swimming pool, sauna or gym included for hotel guests would be considered an intrinsic part of accommodation would depend on a case-by-case basis. Our intention is that if access to these on-site facilities is part of the room rate, it should not count as a travel service in its own right and thus would not (if combined with one of the other types of travel services above) constitute a package. However, if access is available at an additional charge, particularly if the relevant facility is open to persons other than the hotel guests, it could constitute an additional service and if a significant proportion of the value of the holiday then in our view the combination would likely constitute a package if the service is booked at the same time as the accommodation, and in line with 2(5)(b)(v) or regulation 2(5)(c).

Other Tourist Services' Case Studies

Case Study 1: A traveller books a week-long stay in a pub in Dorset which costs £400. On the third evening the traveller books an evening meal of fish and chips in the pub. This comes at an extra cost of £50. It is unlikely that this would constitute a package for each of the following reasons:

- a) the provision of pub food is likely to be intrinsically part of the accommodation service rather than a separate service (the ability to have a pub meal always being part and parcel of staying at the pub), furthermore, this meal is unlikely to be an essential feature of the stay and was not advertised as such;
- b) even if the two are separate services, the traveller booked the meal during the stay rather than when they booked the accommodation, so it is unlikely that the combination occurred in circumstances which create a package.
- c) in addition, the meal is unlikely to account for a significant proportion of the value of the holiday as it is well below 25% of the value of the combination.
- d) it might be different if a meal had been booked at the same time as booking the accommodation and if it was an essential feature of the stay, for example as part of a Gala event, or the meal was worth £200 (more than 25% of the value of the combination). However, it is essential to consider the specific circumstances of each case.

Case Study 2: A traveller books “a tasting menu with a 1-night stay at a Michelin starred hotel” in London. This would likely constitute a package because the tasting menu would likely be considered to be an essential feature of the booking and not just an intrinsic part of the stay because of the way it was advertised as being a joint experience. In addition, if the costs were broken down, the value of the tasting menu would likely account for more than 25% of the combined total.

Case Study 3: A traveller books a hotel room at a Disneyland Paris hotel with access to the amusement park (i.e. park tickets) included as part of the booking. This would be considered a package as entry to the amusement park could not be argued to simply be an intrinsic part of accommodation. Entry to the amusement park is the main reason for staying at the hotel and it is possible to visit Disneyland Paris without staying at the hotel. It is not comparable to access to a hotel swimming pool or sauna. Entry to the amusement park will constitute a significant proportion of the package and represent an essential feature of the combination.

Case Study 4: A traveller rents a holiday house in a resort which automatically gives access to a waterpark situated in the resort. The access to the waterpark is included in the rent for the holiday house and it is not possible to deselect access and it is not priced separately. In this example, access to the waterpark could be considered to be an intrinsic part of accommodation, which would be different from the Disneyland example.

Case Study 5: A traveller books a week-long stay in a hotel which has a gym on-site. There is no extra charge to use the gym because it is included with the room rate. This would not constitute a package because the gym is likely to constitute an intrinsic part of the accommodation rather than a separate service.

Case Study 6: A traveller books a weekend stay in a hotel which has a spa on-site at a cost of £400. Access to the spa facilities come at an additional cost. At the time of booking the accommodation, the traveller books a package of treatments which costs £350. This would constitute a package, because the traveller booked the treatments at the same time as purchasing the accommodation and the treatments involved are likely to constitute a distinct service – something more is being provided than the traveller accessing hotel facilities - and an essential feature of the trip. Furthermore, the value of the treatments would constitute a significant proportion of the combined value of the services.

Case Study 7: A traveller books a week-long stay in a hotel with a spa on-site. Access to the spa facilities come at an additional cost. On the final day of the stay the traveller decides to book a package of treatments which cost equates to about 20% of the combination. This would not constitute a package as:

- a) the traveller has not booked it at the same time as booking the accommodation (or in other circumstances in which a package is created under PTRs regulation 2(5)),
- b) the treatment is arguably not an essential feature of the combination because it was not advertised as a key feature of the trip.
- c) the added cost of the treatment does not constitute a significant proportion of the combined value.

Case Study 8: A hotel is located in an area well-known for golf, with a famous golf course among its 'on site' facilities. Visitors are able to book rounds for an additional fee, and it is open to consumers who are not staying at the hotel, also for a fee. Traveller A books a weekend break at the hotel which is advertised as accommodation and a round of golf for one total price. Traveller B books a room at the same hotel without a round of golf. Traveller A has booked a package, whereas Traveller B has not.

8. It is also important to note that services which **are intrinsically part of another travel service** should not be considered as travel services in their own right. Examples such as the transport of luggage provided as part of a carriage of passengers and minor transport services such as carriage of passengers as part of a guided tour or transfers between a hotel and airport or a railway station would be considered to be intrinsically part of another travel service.
9. Some travel agents sell packages on behalf of a tour operator and add an additional service for the same trip; for example, a night in an airport hotel for a tour with flights departing early the next morning. If the services constituting the package have already been selected and paid for, the addition of the new service should not form part of the package or create a new package (sometimes referred to as a 'super package' or 'package plus') unless the criteria set out in regulation 2(5)(b)(v) (in relation to linked online booking processes) or regulation 2(5)(c) (in relation to a single visit to, or contact with the trader's point of sale) are otherwise met. Travel Agents should be extra clear with the travellers about which parts(s) of their booking constitute a package and receive insolvency protection (and whether this protection is provided under ATOL), and which do not.

Combining travel services

10. Traditionally a package holiday was considered to be a pre-arranged combination of two or more travel services. However, the way that holidays are sold has changed dramatically in the past decade. For instance 'dynamic packaging' where travellers put together their own holidays, by mixing and matching the various elements themselves, as opposed to buying a traditional pre-defined package are now common in the market place. The PTRs therefore have a broad scope intended to cover modern methods of buying package holidays.
11. There are now seven different categories governing the circumstances in which travel services combine to create a package (set out in regulation 2(5)). Please note that although the categories are alternative, they are not necessarily discrete and there will often be cases where multiple categories apply.

i. Package Category 1: single contract

A package is created when travel services are combined by one trader and sold under a single contract. This includes packages that are put together by the trader at the request of the traveller and then sold under a single contract. These types of packages were already in scope of the 1992 Regulations and include traditional packages sold by high street travel agents. Bespoke customised packages put together by travel agents will also fall under this definition.

The wording “including at the request of or in accordance with the selection of the traveller”, means that, unlike the previous 1992 Regulations, it is not required that the packages have to be “pre-arranged”.

12. Package Categories 2-7 apply even if **multiple contracts** are concluded with one or more travel service providers to create a package:

ii. **Package Category 2: sold in single booking process**

A package is created when a traveller has selected from the same point of sale two or more travel services and then agrees to pay for them within the same booking process. For instance, websites where the traveller can select a range of travel products related to a single trip to create a package (e.g. ‘shopping basket’ model). “Agreement to pay” can coincide with the actual payment or it can be the agreement to pay for a selected service later.

“Point of sale” is defined as:

- any retail premises, whether moveable or immovable;
 - a telephone service; or
 - a retail website or similar online sales facility, including where retail websites or online sales facilities are presented to travellers as a single facility.
- Facilities (including websites) that are presented as a single point of sale will constitute a single point of sale.

iii. **Package Category 3: sold at an inclusive / total price**

If a selection of travel services for the same trip are sold at an inclusive or total price, then a package is created. For example, a travel agent puts together a selection of travel services for the same trip under different contracts and sells it to the traveller for a total price.

iv. **Package Category 4: sold as a “package” (or under a similar term)**

If a combination of travel services is advertised or sold under the term ‘package’ or a similar term this will be classified as a package. Similar terms that would indicate a close connection between the travel services concerned. For instance, ‘combined-deal’, ‘all-inclusive’ or ‘all-in arrangement’.

v. **Package Category 5: contract allows subsequent choice**

Arrangements where a trader sells a product that allows a traveller to pick and choose different travel services after they have concluded the contract will also count as packages. Package holiday gift boxes fall within this definition. For example, a

'Tastes of the Region' package that allows you to choose your accommodation and a meal at a gourmet restaurant after you have purchased.

vi. **Package Category 6: sold through linked online booking process**

Situations where a traveller purchases different travel services for the same trip through a linked online booking process where the traveller's name, payment details and email address are sent from the first trader they purchase from to the second and a contract is concluded with the second trader no longer than 24 hours after the first service was purchased will now be packages.

'Linked Online Booking Process' Case Study

Case Study 1: after a traveller purchases a flight online, they receive an email from a car hire company offering car hire. Upon following this link, the traveller is able to book car hire without having to re-enter their credit card details. If the traveller purchased the car hire through the link within 24 hours of purchasing their flight a package would be created. This is because the traveller's name, email and payment details will have been passed on by the airline.

vii. **Package Category 7: provided by separate contracts, where separate payment is made with individual service providers, facilitated by a single trader on the occasion of a single visit or contact with the trader's point of sale**

The separate contracts could be with the same trader or with different traders, and the purchases could be online or offline. The three requirements ('facilitation', 'single visit', 'point of sale') should be considered together. They are intended to capture situations where the consumer can reasonably expect, based on the context and experience of the purchase process, that the second contract forms part of a package with the first.

For example, in relation to 'facilitation':

- A Package Category 7 is likely to be facilitated if the consumer purchases a first travel service (e.g. a train) and is immediately presented with a personalised offer to book an additional service for that trip (e.g. to book car hire for the same location and time period) and then books that additional service without leaving the point of sale.
- A Package Category 7 is unlikely to be facilitated if the consumer purchases a travel service (eg. a hotel) and afterwards, clicks on a generic banner advert for a safari in the region, which is clearly not personalised, and books it.

In order not to be considered a 'single visit' for the purposes of a Package Category 7, we would expect there to be a clear interruption. However, this would need to be considered on a case-by-case basis and will likely differ in online and offline contexts. For example, in an online context:

- if there has been a gap of several hours (for example 4 hours) between the first visit and another visit, this is likely to be a clear interruption, and the two visits are unlikely to form a single visit for the purposes of a Package Category 7.

In relation to 'single point of sale':

- In an online context, if after booking a first travel service, customers are redirected to a second site or tab, clearly operated by a separate entity (which is not part of the same organisation) to book a second travel service, this is unlikely to be considered the same point of sale for the purposes of a Package Category 7.

Some organisations may direct travellers to another point of sale that may appear similar to the first so that it may not be always obvious whether a traveller has been taken to another website or point of sale. Businesses should, in addition, consider what would be reasonably apparent to the average consumer and whether this is likely to represent a misleading commercial practice. Inclusion of clear messaging and branding on the second point of sale could mitigate this concern.

Package Category 7 Case Studies

Case Study 1: A traveller visits a travel agent and purchases a train ticket, making payment and concluding the contract. Then, without leaving the travel agency, the traveller is recommended by the travel agent to also buy accommodation for the purpose of the same trip. She follows the recommendation and concludes a contract for the accommodation and then pays separately for this second service either at the agency or on checking out of the hotel. This would be a Package Category 7.

Case Study 2: After selecting and paying for a flight, a traveller is shown a prompt on the confirmation page saying "book a hotel for your trip". The traveller clicks it and is taken to the hotel booking process, and from the context are clearly on the same website/user journey. The search is pre-populated using the trip dates, destination and number of travellers. As this is part of the same booking journey, when the traveller finds, selects and pays for a hotel, this is likely to form Package Category 7.

Case study 3: A traveller books accommodation online, making payment and concluding the contract. On the confirmation page, the traveller is offered an experience or excursion, clearly linked to the accommodation they just booked (e.g. the location is the same and the dates are pre-populated). The traveller then immediately selects and pays for this

through the same online interface during the same visit. If that experience or excursion accounts for a significant proportion of the combined value of the services or represents, an essential feature of the trip or holiday, this is likely to form a Package Category 7.

Case study 4: A traveller books accommodation online, making payment and concluding a contract. After this, they are sent an email with an offer to book a safari trip in that area for those dates. They click on the link and book it. This would not form a Package Category 7.

Performance of the package

13. The PTRs explicitly place liability for the performance of the travel services included in the package on the **organiser** (regulation 15) irrespective of whether the travel services are performed by third parties.
14. However, if a third party has agreed to provide a travel service as part of a package but fails to perform some or all of the service, the third party must refund the organiser the payments which the organiser has made to the third party within 14 days (see regulation 29A).
15. In addition, Regulation 29B provides organisers with an express right to seek redress from third parties (e.g. the suppliers of component parts of the package) if the organiser is required to pay compensation, make a price reduction, or similar, and the actions/failings of the third party contributed to triggering the compensation payment.

The organiser and the retailer

16. The PTRs distinguish between organisers and retailers. To clarify the distinction, organiser and retailer are defined (in regulation 2) as:
 - **Organiser:** this is the trader who combines and sells packages. In the case of Package Category 6, the organiser is the trader who passes on the traveller's name, payment details and email address to another trader to create a package.
 - **Retailer:** this is a trader other than the organiser who sells or offers for sale packages combined by an organiser, i.e. an organiser's agent.
17. In some cases, the person with whom the traveller immediately deals in purchasing a package will be the organiser. In other cases, the traveller will be dealing with a retailer selling on behalf of an organiser.
18. When considering whether a trader is an organiser, it should make no difference whether that trader is acting on the supply side or presents himself as an agent acting for the traveller. Any trader who ultimately combines a package will be the organiser for the purposes of the PTRs.

Lack of conformity

19. The organiser is required to remedy any lack of conformity with the contract (regulation 15), unless it is impossible to do so, or costs would be disproportionate taking into account the lack of conformity and the value of the travel services affected. If the organiser is unable to address a lack of conformity that substantially affects the performance of the package, then

the traveller may terminate without paying a termination fee and will be entitled to an appropriate price reduction, and compensation if appropriate.

20. If the organiser does not address the lack of conformity within a reasonable period set by the traveller, the traveller may do so themselves if they think it is necessary and request reimbursement of the necessary expenses unless the lack of conformity is impossible to address. Reasonable period is not defined; however, we would expect the traveller to take account of the extent of the lack of conformity, the impact on their enjoyment and practicalities involved in addressing it when setting a reasonable period. In certain cases there should not be a need to specify a time-limit, in particular if immediate remedy is required. This would apply, for instance, when, due to the delay of a bus provided by the organiser, the traveller has to take a taxi to catch their flight on time.
21. Travellers need to inform the organiser without undue delay, taking into account the circumstances of the case, of any lack of conformity they perceive during the performance of a travel service included in the package travel contract. Failure to do so may be taken into account when determining the appropriate price reduction or compensation for damages where such notice would have avoided or reduced the damage.
22. In cases of non-conformity where the package includes carriage of passengers back to their place of departure, the organiser must arrange for repatriation using equivalent transport if the lack of conformity is not remedied, except where the lack of conformity is for the reasons set out in the paragraph below.
23. Travellers will not be entitled to compensation for damages (regulation 16) if the organiser can prove that lack of conformity is:
 - attributable to the traveller;
 - attributable to unforeseeable or unavoidable actions of a third party not connected to any of the travel services included in the package;
 - or due to unavoidable and extraordinary circumstances.
24. Compensation should also cover non-material damage, such as compensation for loss of enjoyment of the trip or holiday because of substantial problems in the performance of the relevant travel services.

Significant part of the package cannot be performed

25. Where, following commencement of the package, significant proportions of the package cannot be performed, alternatives offered should be at no extra cost and should, where possible, be of equivalent or higher quality than those specified in the original contract. If the organiser is constrained to propose alternative arrangements of a lower quality, the

organiser must grant an appropriate price reduction. Travellers may choose to reject alternative arrangements only if they are not comparable with those originally agreed, or the price reduction offered is inadequate. If a traveller chooses to reject for either of these reasons, or the organiser is unable to make alternative arrangements, the traveller is entitled to a price reduction, and compensation if appropriate.

26. In cases where the organiser is either unable to offer alternative arrangements, or the traveller rejects them as they are unsuitable, and the package includes carriage of passengers back to the place of departure, the organiser must arrange for repatriation using equivalent transport.
27. Where it is impossible to ensure the traveller's timely return to the place of departure of unavoidable and extraordinary circumstances, the organiser should bear the cost of necessary accommodation for a period not exceeding three nights per traveller. The PTRs do not affect rights to compensation under the Union passenger rights legislation and international conventions referred to in regulation 16 although travellers are not entitled to double compensation for the same loss.

Obligation to provide assistance

28. If a traveller is in difficulty during their package holiday, the organiser is obliged to give appropriate assistance without delay (regulation 18). Such assistance should consist mainly of providing, where appropriate, information on aspects such as health services, local authorities and consular assistance, as well as practical help, for instance with regard to distance communications and finding alternative travel arrangements.
29. The organiser can charge a reasonable fee for such assistance if the difficulty is caused intentionally by the traveller or through the traveller's negligence. That fee shall not exceed the actual costs incurred by the organiser.

Possibility of contacting the organiser via the seller

30. If the traveller chooses, they may treat the retailers as a point of contact for messages, complaints or claims relating to packages they have sold on behalf of organisers (regulation 17).

Changes and cancellations (Part 3 of the PTRs)

Transfer of the package travel contract to another traveller (regulation 9)

31. Travellers have the option to transfer a package travel contract to another traveller who satisfies all the necessary conditions for the holiday if they give the organiser reasonable notice on a durable medium. At least seven days is considered a reasonable period. The transferor and transferee are both liable for the costs of any changes and payment of the balance of the package. However, the cost of any changes should not exceed the actual costs incurred by the organiser. The organiser must provide the transferor with evidence of these costs.

Changes to the price (regulation 10)

32. Organisers may only alter the price of a package travel contract (regulation 10) if that possibility has been reserved in the contract, and the change is a consequence of one of the following specific reasons:

- Increase in transport costs due to changes in fuel or other power sources.
- Changes in taxes or fees on travel services imposed by third parties not involved in performance of the package, e.g. tourist taxes.
- Exchange rates relevant to the package.

33. If a right is reserved to change the price for the reasons above, the contract must also allow for a price reduction if the same factors lead to cost reductions for the organiser. Furthermore, the price cannot be changed unless the organiser notifies the traveller on a durable medium no less than 20 days before the start of the package, and appropriate justification of this change is provided. Price increases over 8% of the original package price are considered a significant change to the main characteristics of the package and (inter alia) trigger the traveller's right to terminate the contract without a termination fee.

Changes to the main characteristics of a package (regulation 11)

34. Organisers must not unilaterally change the terms of the contract before the start of the package (other than price, in accordance with the section above) except for insignificant changes permitted by the contract and communicated to the traveller.

35. If an organiser has no choice but to significantly alter the main characteristics of the package, or cannot fulfil any special requirements of the traveller which the organiser has previously accepted (paragraph 1 of Schedule 5), or (being permitted to do so by the

package travel contract) increases the price by more than 8%, then the organiser must inform the traveller without undue delay and provide the traveller with the option to terminate the contract without paying a termination fee. These proposed changes must be communicated to the traveller in a clear, comprehensible and prominent manner on a durable medium. A reasonable period within which the traveller has to respond should also be communicated.

36. If a traveller fails to respond to notification of relevant changes in the first instance, the organiser should send a further notice. If the traveller fails to respond within a reasonable deadline set by that further notice the contract will terminate but the organiser must refund all payments without undue delay and in any event no later than 14 days after the contract is terminated.

Termination by the traveller (regulations 12 and 14)

37. The traveller may terminate a package any time before the start of the package but, if they do so, they may be required to pay an appropriate and justifiable termination fee to the organiser, taking into account expected cost savings and income from alternative deployment of travel services. Cost savings are costs that the organiser saves due to termination, e.g. costs that they no longer have to pay a third party. Alternative deployment means that the organiser has been able to use the freed capacity otherwise, e.g. by selling the package or parts thereof to another traveller. In some instances, the organiser may not be able to redeploy a travel service and it could be justifiable to not reimburse the corresponding value of that service, although this should be assessed on a case-by-case basis. For example, if the organiser cannot cancel an air ticket (common with economy class tickets) and, therefore cannot redeploy it, it would be justifiable to not reimburse the price of the ticket. Organisers may also specify standardised termination fees in the contract based on reasonably anticipated savings and income and the amount of time between termination and the date the package was due to start. The organiser must provide a justification for the level of termination fee if the traveller so requests. If the traveller does terminate, the organiser must refund the traveller with the amount of the payments they have made minus the termination fee; that refund must be made without undue delay and in any event no later than 14 days after termination.
38. Travellers also have the right to terminate the package travel contract without paying a termination fee if unavoidable and extraordinary circumstances occur at the place of destination or its immediate vicinity which significantly affect the performance of the package or carriage of passengers to the destination. If the traveller does terminate then the organiser must provide a full refund without undue delay and in any event no later than 14 days after termination.

39. Unavoidable and extraordinary circumstances are defined as a situation beyond the control of the party who seeks to rely on such a situation and the consequences of which could not have been avoided even if all reasonable measures had been taken.
40. There will occasionally be borderline situations in relation to unavoidable and extraordinary circumstances that need to be considered on a case-by-case basis and may ultimately have to be decided by the courts.
41. Many travellers, travel companies, and travel insurers use the Foreign, Commonwealth, and Development Office (FCDO) advice as a 'rule of thumb' when evaluating whether there are unavoidable and extraordinary circumstances occurring at a location. While this advice will be a critical consideration, it should not be seen as the only criterion and the individual circumstances of the traveller(s) may also be considered. For example, a new outbreak of Zika virus in a destination would have additional implications for pregnant travellers.

Termination by the organiser (regulation 13)

42. There are certain scenarios where an organiser may terminate the package travel contract. In these circumstances, the organiser must provide the traveller a full refund but is not liable to pay additional compensation.
43. This would be either:
- i. the minimum number of participants is not reached. For the organiser to be able to terminate on this ground, the minimum number must be stated in the package travel contract and the organiser must notify travellers of termination within the period fixed in the contract. In any event this should be no later than:
 - i. 20 days before the start of the package for trips lasting more than 6 days;
 - ii. 7 days for trips lasting between 2 and 6 days;
 - iii. 48 hours for trips lasting less than 2 days.
 - ii. The organiser is prevented from performing the contract because of unavoidable and extraordinary circumstances, such as the examples above. If this is the case the organiser must notify the traveller as soon as possible.

Insolvency protection (Part 5 of the PTRs)

44. Package organisers must obtain security that covers the reasonably foreseeable costs of and delivering effective and prompt return of all payments made by the traveller for services not performed, and for the travellers' effective and prompt repatriation in the event of the organiser's insolvency.
45. The insolvency protection provided should cover (Regulation 19):
- any payments made for packages, taking into account the period between any down payments and when the final payment is made and when the holiday is completed.
 - the estimated cost for repatriations in the event of insolvency and also to pay for any necessary accommodation prior to repatriation if necessary.
46. Traders need to ensure that the insolvency protection in place satisfies the following conditions:
- In the event of insolvency, the protection becomes available as soon as travel services are not being performed fully, or it becomes evident that they will not be performed, or the travellers have to pay for the services themselves.
 - Protection should be available free of charge to the traveller when insolvency has impacted on the performance of the package so that they are able to get home.
 - The protection should refund travellers without undue delay if travel services are not performed as a result of insolvency.
 - The protection should benefit travellers regardless of their place of residence, the place of departure or where the package is sold.
47. PTRs also allow the possibility for insolvency protection to offer a continuation of the package.
48. Some organisers choose to take out supplier failure insurance (SFI) or scheduled airline failure insurance (SAFI). This may help organisers cover refunds to travellers in the event of supplier failure, but this does not alter the organiser's obligation to put in place insolvency cover required by Part 5 to protect travellers against the organiser's own insolvency.

Insolvency protection for flight packages

49. The PTRs require businesses selling package holidays in the UK of the type described in Package Categories 1-6 to have insolvency protection through ATOL for flight Packages.
50. Where an ATOL protected package has already been formed (for example through the traveller purchasing a flight and accommodation in a manner described in package categories 1-6), or where a trader has been required to provide ATOL protection for a flight-only sale, it may be possible for the consumer to add other services and thereby form a package described in Package Category 7. In such cases, the ATOL protection will not extend to the protection of these other services. Rather, these other services must be protected through the insolvency protection arrangements for non-flight packages.
51. The Civil Aviation Authority administers the ATOL scheme. Where a package includes a flight, businesses should consider both package travel obligations and any applicable aviation-specific requirements. More information is available at: <https://www.caa.co.uk/atol-protection/>.

Insolvency protection for non-flight packages

52. There are three insolvency protection options which the PTRs permit organisers to use for non-flight Packages: Whatever option used must of course meet the requirements set out at the beginning of this chapter to be compliant.
- i. **Bonding** (regulations 20 and 21): To use the bonding option a trader must be a member of an approved body (approved by the Department for Business, Innovation, Science and Trade) which oversees the bonding process to ensure that the bond is at an adequate level to meet insolvency requirements. A guarantee held with a bank - rather than a bond payable by a bank or other institution to an approved body - does not comply with the regulations. The approved body monitors trader activity and manages the bond calling process to ensure the travellers are refunded. The bonds must not exceed a period of 18 months and must be a sum that: covers the maximum amount of payments the organiser expects to hold at one time for travel packages still to be performed; or is not less than 25% of all payments the organiser expects for travel packages in the 12-month period from the start of the bond, whichever sum is the smaller. Alternatively, if the approved body has a reserve fund or insurance to cover any shortfall in bond cover the sum must cover: no less than 10% of such payments; or the maximum amount of payments the organiser expects to hold at one time for travel packages still to be performed, whichever is the smaller. In the case of packages which might involve repatriation costs, the body must also incorporate such additional sum as the organiser may reasonably be expected to cover and, if necessary, accommodation for the traveller prior to repatriation.

List of current approved bodies:

- ABTA - The Travel Association
- Association of Bonded Travel Organisers Trust (ABTOT), which also runs the Bonded Coach Holidays (BHC) scheme.

- ii. **Insurance** (regulation 22): The organiser can take out one or more insurance policies which recognises the travellers as the insured persons and therefore pay direct to travellers in the event of insolvency. This policy or policies must be held with an insurer who is authorised in the UK, Channel Islands, or the Isle of Man. Organisers should ensure that any insurance policy that they secure is not voided due to negligence or a breach of condition on their part. For instance, we are aware that ABTA – The Travel Association makes it a condition for any underwriters on their approval list not to reject any claim made by customers or withhold payment under the policy to any customers (who can prove a loss) due to any breach of terms, conditions or covenants of the Policy of the relevant Package Organiser. We consider this to be good practice. A policy of insurance may be written so that an Approved Body administers claims for the insurer and / or deals with repatriation arrangements for travellers.
- iii. **Trust Account** (regulation 23): This option requires all money paid by the traveller to be held by an independent trustee until the contract has been performed. The independent trustee can pass the money to the organiser only when they provide evidence that the contract has been fulfilled if evidence is provided that the organiser has repaid a portion of the money to the traveller, or the money has been forfeited on cancellation by the traveller.

The costs of administering the Trust must be paid by the organiser. This includes all costs of operating the trust and in the event of an insolvency, including the costs of administering claims. Costs must not be a drain on the trust, resulting in there being insufficient funds to reimburse travellers in full.

If the organiser is providing a package that includes the carriage of passengers, then they must have insurance in place to cover repatriation, and if necessary, accommodation for the traveller prior to repatriation. As above, the insurance should recognise the traveller as the insured person and therefore pay direct to the traveller in the event of insolvency.

The organiser may however combine the trust fund with insurance that is compliant with regulation 24. In that case, the organiser is only required to hold on trust sufficient funds to reach liabilities which are not covered by its insurance policy, any insurance will be additional to the insurance that the organiser is required to put in

place to cover repatriation costs (if applicable). The insurance policy or policies must be held with an insurer who is authorised in the UK, Channel Islands, or the Isle of Man.

Third country traders

- 53. Traders not established in the UK who are selling or offering for sale packages in the UK, or by any means directing such activities to the UK, must comply with the UK insolvency regime outlined above (regulation 19 (4)).
- 54. UK established retailers who sell packages combined by organisers outside of the UK are required to take on responsibility for the performance of the package and providing insolvency cover, unless they can show that the organiser already complies with these elements of PTRs (regulation 27).
- 55. UK traders who sell or offer for sale packages to European travellers may need to make changes to their insolvency protection arrangements. Since the UK left the European Union, there is no longer mutual recognition of insolvency protection regimes between the UK and EU member states. Traders to whom this applies may wish to seek expert advice about their specific circumstances from the authorities in the EU countries in which they are operating.

Information requirements (Part 2 of the PTRs)

Information duties for the organiser and the retailer (regulation 4)

56. When a package is sold through a retailer, the organiser and retailer must ensure that the required information, both before and after a package is sold, is provided to the traveller. To avoid duplication, they may decide between themselves who will provide this information but must ensure that it is provided.
57. Where a package is not sold through a retailer it is the organiser's responsibility to provide the information.
58. The party responsible for discharging the information will be referred to as the relevant person in this chapter.

Before the sale (regulations 5 and 6)

59. The relevant person must provide travellers with specific information before selling them a package. This information includes (but is not limited to): main characteristics of the package, total price of the package, name and details of the organiser; and information on their cancellation policy. This information is listed at Schedule 1 in PTRs. This key pre-contractual information is binding and must not be altered unless the traveller expressly agrees. Any changes must be communicated in a clear, comprehensible and prominent manner before the conclusion of the contract.
60. If information in Schedule 1 is not applicable, then it does not have to be included. For example, if there are no meals included in the package and it is clear from the context that no meals are included and there is no suggestion anywhere that meals are included, the explicit information “no meal” would not have to be given.
61. This information has to be accompanied by standard information forms that intend to make travellers aware of the key protections they are being provided when buying a package holiday. These standard information forms vary depending on how the package is sold.
62. The standard information forms are set out in the Schedules to the PTRs:
- Schedule 2 – standard information form where you are able to use hyperlinks (e.g. you are selling on a website).
 - Schedule 3 – standard information form to be used when hyperlinks are not available or the package travel contract is concluded by telephone.

63. Where a trader has created a package through linked online booking processes as described in Package Category 6, both that trader and the trader they are transmitting data to must provide any information in Schedule 1 that is relevant to the service that they are providing. The trader creating the package must use the standard information form at Schedule 4.
64. Where a trader has created a package as described in Package Category 7, the trader must provide any information in Schedule 1 that is relevant to the service that they are providing. They do not need to use the standard information forms in Schedule 2 or 3 until after all purchases have been made, and a package contract has been concluded. However, the trader may wish to include a statement that if the consumer purchases a further travel service in the same visit, this may constitute a package and they may benefit from the protections in the PTRs.
65. All information provided to travellers before they purchase a package must be provided in a clear, comprehensible and prominent manner. If the information is provided in writing, it must be legible.

After the sale (regulation 7)

66. Once a sale has been concluded the relevant person must provide the traveller with a copy or confirmation of the contract. The contract should be in plain language and be legible if in writing. If the contract is concluded face to face the relevant person must provide a paper copy of the contract if the traveller requests one. If a contract is concluded off-premises, the relevant person must provide a copy of the contract on paper, or on another durable medium if the traveller agrees.
67. This contract should contain the key information listed in Schedule 1 of PTRs alongside additional important information listed in Schedule 5. This includes information on the entity in charge of insolvency protection and contact details for the traveller should they encounter any issues, including who the traveller should contact in the event of a lack of conformity issue.
68. Where a package is created through linked online booking processes as described in Package Category 6, the second trader, whose data is transmitted to, should inform the first trader when a sale has been concluded leading to the creation of a package. The second trader must provide the first trader with the necessary information so that they can provide the traveller with the information listed in Schedule 5.
69. Where a package is created as described in Package Category 7, the trader who facilitates the package should provide the consumer with the information in Schedule 1. This should

be provided in the standard form set out in Schedule 2 (where the use of hyperlinks is possible) or 3 (where the use of hyperlinks is not possible) as appropriate. They should also provide the additional required information in Schedule 5.

70. The relevant person must, in good time before the start of the package, provide the traveller with necessary receipts, vouchers and tickets, information on the scheduled times of departure and check-in times where applicable, as well as the scheduled times for intermediate stops, transport connections and arrival.
71. In addition to informing the traveller about any changes to the package travel (in the limited circumstances in which changes are permitted), it is considered good practice to take a prompt and proactive approach to communicating with travellers other relevant matters, such as building works at the planned accommodation, and reminders before any key dates or deadlines, such as the last date at which a traveller could choose to terminate their holiday for a full refund.

Penalties

72. The PTRs contain criminal offences in relation to:

- Failure to satisfactorily provide pre-contractual information (regulation 5).
- Failure to satisfactorily provide a contract or confirmation of contract and prescribed information (regulation 7 (12)).
- Failure to put in place compliant insolvency cover (regulation 19(9)).
- Obtaining release of monies held on trust for insolvency cover by false statement (regulation 25).
- Enforcement authorities for those regulations are local authority trading standards departments in Great Britain, the Department for the Economy in Northern Ireland and the Civil Aviation Authority.

73. Persons convicted of a criminal offence are liable to fines only (there are no custodial penalties), for which there is no maximum in England and Wales.

74. Otherwise, rights and obligations under the PTRs are mainly to be enforced on a civil basis, as implied terms of package travel contracts.

75. Part 8 of the Enterprise Act 2002 will also apply to the Regulations so that enforcers under the Act can seek enforcement orders under Part 8 against traders whose acts or omissions harm the collective interest of consumers.

FAQs

Scope

Q. Are organisers of social tourism, who do not make a profit, in scope of the PTRs?

A. Not-for-profit packages are in scope of the regulations unless they are offered only occasionally and only to a limited group of travellers. Therefore packages organised regularly by charities would have to be considered as covered by the PTR. Commercial organisers of packages acting for a not-for-profit group will always be in scope.

Q. Do the regulations apply to organisers who are not established in the UK?

A. Yes. The regulations apply to package travel contracts and linked travel arrangements sold, or offered for sale, in the UK no matter where the seller is established.

Note that insolvency protection is also required for non-UK based organisers who direct the sale or offer for sale to the UK. An example of this would be an organiser who uses a marketing partner to promote its packages to the UK.

Note also that the regulations imply the same terms and conditions into all booking contracts, including those that select a law other than UK law. An example of this would be a trader based outside the UK whose booking contract selects the law of its own country.

Package definition

Q. Are cruises in scope of the PTRs?

A. The PTRs generally apply to cruises, as they are a combination of carriage of passengers and accommodation and sometimes additional travel services, unless they are shorter than 24 hours and do not include overnight accommodation.

Q. Are overnight ferries and sleeper trains in scope of the PTRs?

A. A trip in an overnight ferry or overnight train/coach where the main component is clearly transport, does not constitute a package. If staying on board is sold as touristic value itself, it could be a package, which is different from the situation with cruises. Where the purpose is to get from point A to point B and staying on board overnight is a necessary part of that journey, such a trip would not be a package. However, if staying on board is sold as a touristic value in itself, it could be a package, as is usually the case with a cruise. We would again emphasise that the PTRs should be considered on a case-by-case-basis.

Q. Are financial services such as travel insurance considered travel services?

A. No.

Q. If a traveller purchases two or more travel services for a trip from a trader but pays for them separately (e.g. a flight and a hotel), would this be a package?

A. This would depend on the booking process. If the traveller has selected the travel services before agreeing to pay for them this would be a package, regardless of whether payment was done through separate transactions.

Performance of the package

Q. Who is the organiser in cases where separate contracts with individual travel service providers are concluded as suggested under Package Category 2?

A. The organiser is the trader that enables the combinations and purchase of the relevant travel services within a single booking process (i.e. who organises the booking process).

Q. If a third-party fails to provide a contracted service they agreed with my business, am I entitled to a refund?

A. Under regulation 29A, if the travel service forms part of the package and the third-party fails to perform the service they agreed and that has been paid for, the organiser or retailer has a right to a refund within 14 days. However, if the third party has already paid the traveller some compensation, the third-party can deduct this from the refund.

Q. If I, as the package organiser, have to compensate a traveller for a failing which was also the responsibility of a third-party, can I seek redress from the third party?

A. Under regulation 29B, if the organiser or retailer has to compensate a traveller in some way (ie. paying compensation, granting a price reduction, or meeting other obligations), they have a right to redress from any third-party if the third party contributed to the event triggering the compensation.

Changes / cancellations

Q. Should the traveller's personal circumstances ever be taken into account in determining “unavoidable and extraordinary circumstances” in relation to cancellations?

A. The Regulations say that “unavoidable and extraordinary circumstances” are circumstances beyond the control of the party seeking to rely on the relevant situation. As a result, we consider that personal circumstances that are unrelated to events at the travel destination should not give a termination right with a full refund. However, certain personal circumstances might be relevant when assessing the impact of “unavoidable and extraordinary circumstances” occurring at the travel destination on the performance of the package, e.g. the fact that pregnant women may be seriously affected by the outbreak of the Zika virus.

Insolvency protection

Q. What is the difference between the Package Travel Regulations being introduced and the Air Travel Organiser's Licence (ATOL) regulations?

A. The Package Travel Regulations are overarching regulations that provide consumer protection for travellers purchasing package holidays. This includes the requirement that organisers of packages obtain adequate insolvency protection so that travellers are refunded, and, where appropriate, repatriated, if the organiser becomes insolvent. The ATOL scheme is the mechanism, administered by the Civil Aviation Authority, which provides this insolvency protection for packages that include a flight – organisers of packages not involving flights have to obtain protection under one of the arrangements specified in the PTRs.

Information requirements

Q. Why do I have to provide the traveller with a lot of the same information after the sale if I have already provided this before they purchase?

A. The Regulations ensure pre-contractual information is accurate and has not changed, unless the parties expressly agree otherwise in the contract, and that it becomes part of the contract. The Regulations then also ensure that all the relevant information is included in the package travel contract, even if the information was previously provided elsewhere (e.g. in a brochure).

Q. Can organisers (or retailers) include a standard line outlining that arrangements are generally suitable for persons with reduced mobility but to contact the organiser for further details?

A. As set out in paragraph 10 of Schedule 1, information must be provided on whether the holiday is generally suitable for persons with reduced mobility, however more specific information must be provided at the traveller's request taking their needs into account. Therefore, if a standard line outlining that the arrangements are generally suitable for persons with reduced mobility is accurate, that can be included as long as more specific information must be provided at the traveller's request taking their needs into account.

Q. If I sell a package over the phone can I provide the standard information form in Schedule 2 in an email rather than relaying Schedule 2 verbally?

A. This would need to be established on a case-by-case basis, although should be acceptable as long as the traveller gets the information before the traveller agrees the contract.

Q. What is an off-premises contract?

A. We consider that the concept of "off-premises contract" will be interpreted in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. There are four types of these contracts:

1. A contract made where a consumer and trader are together and agree the contract in a place that is not the trader's business premises – for example, in a consumer's home or place of work.
2. A contract made where a consumer and trader are together and an offer is made by a consumer in a place that is not the trader's business premises – for example, where a consumer signs an order form during a visit to their home and agrees the contract later.
3. A contract that is agreed on trader's business premises or through any means of distance communication immediately after a meeting with a consumer in a place that is not the trader's business premises, for example, a salesperson meets a consumer in the high street and convinces them of the benefits of buying a water filter; the consumer is then taken to the local office of the trader to sign the contract for the equipment. An example of this scenario using distance communication would be if the salesperson in the high street meets the consumer and immediately enters into a contract with them using a tablet computer.
4. A contract made with the consumer during an excursion organised by the trader with the aim of selling or promoting goods or services to the consumer on holiday and invites them to travel with the trader to a different venue to be sold goods or services.

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