



STATUTORY INSTRUMENTS.

**S.I. No. of 2019**

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EUROPEAN UNION (PACKAGE TRAVEL AND LINKED TRAVEL  
ARRANGEMENTS) REGULATIONS 2019

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European Union (Package Travel and Linked Travel Arrangements)  
Regulations 2019

I, SHANE ROSS, Minister for Transport, Tourism and Sport, in exercise of the powers conferred on me by section 3 of the European Communities Act 1972 (No. 27 of 1972) and for the purpose of giving full effect to Directive (EU) No. 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements<sup>1</sup>, hereby make the following regulations:

*Citation*

1. These Regulations may be cited as the European Union (Package Travel and Linked Travel Arrangements) Regulations 2019.

*Definitions*

2. In these Regulations -

“Act of 1982” means the Transport (Tour Operators and Travel Agents) Act 1982 (No. 3 of 1982);

“Act of 1995” means the Package Holidays and Travel Trade Act 1995 (No. 17 of 1995);

“Act of 2001” means the Aviation Regulation Act 2001 (No. 1 of 2001).

*Amendment of Act of 1995 (Interpretation)*

3. (1) Section 2(1) of the Act of 1995 is amended -

(a) by the deletion of the definitions of -

(i) “consumer”,

(ii) “contract”, and

(iii) “package provider”,

(b) by the insertion of the following definitions:

“ ‘Directive’ means Directive (EU) No. 2015/2302 of the European Parliament and the Council of 25 November 2015 on package travel and linked travel arrangements<sup>1</sup>;

‘durable medium’ means any instrument which enables the traveller or the trader to store information addressed personally to him or her in a way accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored;

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<sup>1</sup> OJ No. L 326, 11.12.2015, p. 1

‘establishment’ shall be construed in accordance with Article 49 of the Treaty on the Functioning of the European Union and means the actual pursuit of an economic activity, as referred to in that Article, by the provider for an indefinite period and through a stable infrastructure from where the business of providing services is actually carried out and, in this Act, a reference to an organiser or a retailer being “established” is to be construed accordingly;

‘insolvency’ means the organiser or the trader facilitating a linked travel arrangement is unable to, or is failing to, meet its financial or contractual obligations under this Act owed by it to travellers in respect of package travel contracts or linked travel arrangements and that, in relation to that organiser or trader, one or more of the following events has occurred:

- (a) a petition is granted by a court for the compulsory winding up of the business of the organiser or trader;
- (b) the organiser or trader, by reason of being unable to fulfil its financial obligations, seeks a voluntary winding up of the business or has convened a meeting of the creditors of the organiser or trader, for the purpose of considering a settlement of the liabilities of the organiser or trader to its creditors;
- (c) a receiver is appointed over the assets of the organiser or trader;
- (d) the organiser or trader has failed to discharge its debts or is unable to discharge those debts or has ceased to carry on business by reason of the inability to discharge those debts;
- (e) the organiser or trader has committed an act of bankruptcy;
- (f) the Commission for Aviation Regulation has reasonable grounds for believing that, having regard to all the circumstances, the organiser or trader is unable to, or has failed to, carry out the obligations under this Act owed by it to travellers in respect of package travel contracts or linked travel arrangements;

‘insurance undertaking’ means a person who carries out non-life insurance business authorised under the European Communities (Non-Life Insurance) Framework Regulations 1994 (S.I. No. 359 of 1994) or under the European Union (Insurance and Reinsurance) Regulations 2015 (S.I. No. 485 of 2015);

‘lack of conformity’ means a failure to perform or improper performance of the travel services included in a package;

‘linked travel arrangement’ means at least two different types of travel services purchased for the purpose of the same trip or holiday, not constituting a package, resulting in the conclusion of separate contracts with the individual travel service providers, if a trader facilitates -

- (a) on the occasion of a single visit or contact with the trader's point of sale, the separate selection and separate payment of each travel service by travellers, or
- (b) in a targeted manner, the procurement of at least one additional travel service from another trader where a contract with such other trader is concluded not later than 24 hours after the confirmation of the booking of the first travel service,

but where -

- (i) not more than one type of travel service referred to in paragraphs (a), (b) or (c) of the definition of 'travel service' and
- (ii) one or more tourist services referred to in paragraph (d) of that definition,

are purchased, those services do not constitute a linked travel arrangement if the tourist services referred to in paragraph (d) of that definition do not exceed 25 per cent of the combined value of the services and are not advertised as, and do not otherwise represent, an essential feature of the trip or holiday;

'package travel contract' means a contract on the package as a whole or, if the package is provided under separate contracts, all contracts covering travel services included in the package;

'point of sale' means -

- (a) any retail premises, whether movable or immovable,
- (b) a retail website or similar online sales facility, including where retail websites or online sales facilities are presented to travellers as a single facility, or
- (c) a telephone service;

'start of the package' means the beginning of the performance of travel services included in the package;

'trader' means a natural person or legal person, irrespective of whether privately or publicly owned, who is acting, including through any other person acting in the name of the trader or on behalf of the trader, for purposes relating to the trader's trade, business, craft or profession in relation to contracts to which this Act applies, whether acting in the capacity of organiser, retailer, trader facilitating a linked travel arrangement or as a travel service provider;

'travel service' means -

- (a) the carriage of passengers,
- (b) accommodation which is not intrinsically part of carriage of passengers and is not for residential purposes,
- (c) the rental of-

- (i) cars,
  - (ii) other motor vehicles within the meaning of Article 3(11) of Directive 2007/46/EC of the European Parliament and of the Council of 5 September 2007<sup>2</sup>, or
  - (iii) motorcycles requiring a Category A driving licence in accordance with Regulation 9(1), (3) and (4) of the Road Traffic (Licensing of Drivers) Regulations 2006 (S.I. No. 537 of 2006), or
- (d) any other tourist service not intrinsically part of a travel service within the meaning of paragraphs (a), (b) or (c);

‘traveller’ means any person who is seeking to conclude a contract, or is entitled to travel on the basis of a contract concluded, within the scope of this Act;

‘unavoidable and extraordinary circumstances’ means 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.”,

and

(c) by -

- (i) the substitution of the following definition for the definition of “organiser”:

“ ‘organiser’ means a trader who combines and sells or offers for sale packages, either directly or through another trader or together with another trader, or a trader who transmits the traveller's data to another trader in accordance with paragraph (b)(v) of the definition of ‘package’ in this subsection;”,

- (ii) the substitution of the following definition for the definition of “package”:

“ ‘package’ means a combination of at least two different types of travel services for the purpose of the same trip or holiday, if -

- (a) those services are combined by one trader, including at the request of or in accordance with the selection of the traveller, before a single contract on all services is concluded, or
- (b) irrespective of whether separate contracts are concluded with individual travel service providers, those services are -
  - (i) purchased from a single point of sale and those services have been selected before the traveller agrees to pay,

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<sup>2</sup> OJ No. L 263, 9.10.2007, p. 1

- (ii) offered, sold or charged at an inclusive or total price,
- (iii) advertised or sold under the term 'package' or under a similar term,
- (iv) combined after the conclusion of a contract by which a trader entitles the traveller to choose among a selection of different types of travel services, or
- (v) purchased from separate traders through linked online booking processes where -
  - (I) the name, payment details and e-mail address of the traveller are transmitted from the trader with whom the first contract is concluded to another trader or traders, and
  - (II) a contract with the latter trader or traders is concluded not later than 24 hours after the confirmation of the booking of the first travel service,

but a combination of travel services where not more than one type of travel service referred to in paragraph (a), (b) or (c) of the definition of 'travel service' is combined with one or more tourist services referred to in paragraph (d) of that definition is not a package if the latter tourist service or services -

- (a) do not exceed 25 per cent of the value of the combination and are not advertised as and do not otherwise represent an essential feature of the combination; or
- (b) are selected and purchased only after the performance of a travel service referred to in paragraph (a), (b) or (c) of the definition of 'travel service' has started;”,
- (iii) the substitution of the following definition for the definition of “repatriation”:  
 “ ‘repatriation’ means the traveller's return to the place of departure or to another place the contracting parties agree upon;”, and
- (iv) the substitution of the following definition for the definition of “retailer”:  
 “ ‘retailer’ means a trader other than the organiser who sells or offers for sale packages combined by an organiser;”.

(2) Section 2(2) of the Act of 1995 is deleted.

*Scope of application*

4. Section 2 of the Act of 1995 is amended by the substitution of the following subsection for subsection (3):

- “(3) (a) Subject to paragraph (b), this Act applies to packages offered for sale or sold by traders to travellers and to linked travel arrangements facilitated by traders for travellers.
- (b) This Act does not apply to:
- (i) packages and linked travel arrangements covering a period of less than 24 hours unless overnight accommodation is included;
  - (ii) packages offered for sale or sold, and linked travel arrangements facilitated, occasionally and on a not-for-profit basis for a limited group of travellers;
  - (iii) packages and linked travel arrangements purchased on the basis of a general agreement for the arrangement of business travel between a trader and another person who is acting for purposes relating to the latter person’s trade, business, craft or profession.”.

*Amendment of sections 6 and 7 of Act of 1995*

5. (1) Section 6 of the Act of 1995 is amended -

- (a) by the substitution in subsection (1) of “(other than section 22(11) or 22A(15))” for “(other than section 22(3))”,
- (b) by the substitution in subsection (2) of “section 22(11) or 22A(15)” for “section 22(3)”, and
- (c) by the insertion in subsection (4) of “or 22A” after “section 22”.

(2) Section 7 of the Act of 1995 is amended -

- (a) by the substitution of the following subsection for subsection (2):
 

“(2) Summary proceedings may be brought and prosecuted by the Commission for Aviation Regulation in respect of an offence under -

  - (a) sections 21 and 26, and
  - (b) sections 22 and 22A, only in so far as the offence relates to the provision of security for packages or linked travel arrangements for the carriage of passengers referred to in paragraph (a) in the definition of ‘travel services’ outside the State and Northern Ireland, irrespective of whether or not the carriage commences in the State or in another Member State.”,

and
  - (b) by the deletion in subsection (5) of “or 14(1)(h)(ii)”.

*Pre-contractual information*

6. The Act of 1995 is amended by the substitution of the following section for section 10:

“10. (1) Before the traveller is bound by any package travel contract or any corresponding offer, the organiser and, where the package is sold through a retailer, the retailer, shall provide the traveller with the standard information set out in the relevant form in Part A or B of Schedule 1, as appropriate, and, where applicable to the package, with the following information -

- (a) the main characteristics of the travel services, namely -
  - (i) the travel destination or destinations, itinerary and periods of stay, the dates and, where accommodation is included, the number of nights included,
  - (ii) the means, characteristics and categories of transport, the points, dates and time, or approximate time where exact times are not yet determined, of departure and return, the duration and places of intermediate stops and transport connections,
  - (iii) the location, main features and, where applicable, tourist category of the accommodation under the rules of the country of destination,
  - (iv) the meal plan,
  - (v) visits, excursions or other services included in the total price agreed for the package,
  - (vi) where it is not apparent from the context, whether any of the travel services will be provided to the traveller as part of a group and, if so, where possible, the approximate size of the group,
  - (vii) the language in which other tourist services will be carried out where those services provided for the benefit of the traveller depend on effective oral communication; and
  - (viii) whether the trip or holiday is generally suitable for persons with reduced mobility and, upon the traveller's request, precise information on the suitability of the trip or holiday taking into account the traveller's needs,
- (b) the trading name, geographical address, telephone number and email address of the organiser and, where the package is sold through a retailer, the retailer,
- (c) the total price of the package inclusive of taxes and, where applicable, of all additional fees, charges and other costs or, where those costs cannot reasonably be calculated in advance of the conclusion of the contract, an indication of



the type of additional costs for which the traveller may be liable,

- (d) the arrangements for payment, including any amount or percentage of the price which is to be paid as a down payment and the timetable for payment of the balance, or financial guarantees to be paid or provided by the traveller,
  - (e) the minimum number of persons required for the package to take place and the time-limit, referred to in section 18A(4)(a), before the start of the package for the possible termination of the contract if that number is not reached,
  - (f) general information on passport and visa requirements, including approximate periods for obtaining visas, and information on health formalities, of the country of destination,
  - (g) information that the traveller may terminate the contract at any time before the start of the package in return for payment of an appropriate termination fee, or, where applicable, the standardised termination fees requested by the organiser, in accordance with section 18A(1);
  - (h) information on any term in the contract providing for the traveller to take out optional or compulsory insurance to cover the cost of termination of the contract by the traveller or the cost of assistance, including repatriation, in the event of accident, illness or death, but nothing in this Act makes it compulsory for a traveller to purchase any such insurance and no such term in the contract affects any rights of a traveller provided for in this Act, in European Union passenger rights legislation or the relevant international conventions in relation to the cost of the termination of the contract or the cost of assistance, or both, as the case may be;
  - (i) in the case of packages offered for sale by an organiser who has no place of business in the State, a nominated agent with an address within the State who will accept service on behalf of and represent the organiser in any proceedings (including criminal proceedings) in respect of or arising out of or connected with any package travel contract or brought pursuant to or in connection with any provision of this Act.
- (2) Where a package travel contract is concluded by telephone, the organiser and, where the package is sold through a retailer, the retailer, shall provide the traveller with the standard information set out in Part B of Schedule 1, and the information set out in paragraphs (a) to (h) of subsection (1).
- (3) (a) With respect to paragraph (b)(v) of the definition of package in section 2(1), the organiser, and the trader to

whom the data referred to in that paragraph are transmitted, shall each ensure that, before the traveller is bound by a contract or any corresponding offer, the information set out in paragraphs (a) to (h) of subsection (1) is provided to the traveller, in so far as that information is relevant to the respective travel services offered by the organiser or the trader, as the case may be.

- (b) The organiser shall provide to the traveller, at the same time as the information referred to in paragraph (a) is provided, the standard information set out in Part C of Schedule 1.
- (4) The information referred to in subsections (1) to (3) shall be provided in a clear, comprehensible and prominent manner and, where such information is provided in writing, it shall be legible.
- (5) (a) An organiser who contravenes subsection (1), (2), (3) or (4) shall be guilty of an offence.
- (b) A retailer, where a package is sold through the retailer, who contravenes subsection (1), (2) or (4) shall be guilty of an offence.
- (c) A trader who contravenes subsection (3)(a) or (4) shall be guilty of an offence.
- (d) In proceedings for an offence under subsection (2) it shall be a defence for an organiser if he or she can show that the contravention was due to the act or omission of the trader in failing to provide the organiser with the information required under that paragraph.
- (6) In subsection (1)(h), references to “European Union passenger rights legislation” and the “relevant international conventions” shall be construed in accordance with section 19(14) and section 20(8) and (9), respectively.”.

*Binding character of pre-contractual information and conclusion of the package travel contract*

7. The Act of 1995 is amended by the insertion of the following section after section 10:

- “10A. (1) The information provided to the traveller pursuant to section 10(1)(a), (c), (d), (e) and (g) shall form an integral part of the package travel contract and shall not be altered unless the contracting parties expressly agree to that alteration.
- (2) The organiser and, where a package is sold through a retailer, the retailer, shall communicate all changes to the pre-contractual information to the traveller in a clear, comprehensible and prominent manner before the conclusion of the package travel contract.

- (3) Where the organiser and, where a package is sold through a retailer, the retailer, has not complied with the requirement to provide information on additional fees, charges or other costs referred to in section 10(1)(c) before the conclusion of the package travel contract, the traveller shall not be liable for those fees, charges or other costs.
- (4) An organiser and, where a package is sold through a retailer, the retailer, who contravenes subsection (2) shall be guilty of an offence.”.

*Content of the package travel contract and documents to be supplied*

8. The Act of 1995 is amended by the substitution of the following section for section 13:

- “13. (1) The organiser of the package travel contract shall ensure that the package travel contract or confirmation of the contract sets out the full content of the agreement which shall include the information referred to in section 10(1)(a) to (h) and the following information:
- (a) any special requirements of the traveller which the organiser has accepted,
  - (b) that the organiser is -
    - (i) responsible for the proper performance of all travel services included in the contract in accordance with section 19, and
    - (ii) obliged to provide assistance if the traveller is in difficulty in accordance with section 20B;
  - (c) the name, address and contact details of -
    - (i) the Commission for Aviation Regulation or, where the organiser is established in another Member State, the competent authority charged by that Member State with responsibility for insolvency protection, and
    - (ii) the person with whom the organiser has arranged security in the event of the organiser’s insolvency in accordance with this Act or, where the organiser is established in another Member State, with the law of that Member State giving effect to Article 17 of the Directive;
  - (d) the name, address, telephone number, e-mail address and, where applicable, the fax number of the organiser's local representative, of a contact point or of another service which enables the traveller to contact the organiser quickly and communicate with the organiser efficiently, to request assistance when the traveller is in difficulty or to complain

- about any lack of conformity perceived during the performance of the package;
- (e) that the traveller is required to communicate any lack of conformity which he or she perceives during the performance of the package in accordance with section 19(2);
  - (f) where a minor who is unaccompanied by a parent or another person responsible for him or her travels on the basis of a package travel contract which includes accommodation, information enabling direct contact with the minor or the person responsible at the minor's accommodation;
  - (g) the in-house complaint handling procedures available and the alternative dispute resolution (“ADR”) mechanisms pursuant to the European Union (Alternative Dispute Resolution for Consumer Disputes) Regulations 2015 (S.I. No. 343 of 2015), and, where applicable, the ADR entity by which the trader is covered and the online dispute resolution platform pursuant to Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013<sup>3</sup> and the European Union (Online Dispute Resolution for Consumer Disputes) Regulations 2015 (S.I. No. 500 of 2015);
  - (h) the traveller’s right to transfer the package travel contract to another traveller in accordance with section 16.
- (2) (a) With respect to paragraph (b)(v) of the definition of package in section 2(1), the trader to whom the data referred to in that paragraph are transmitted shall inform the organiser of the conclusion of the contract leading to the creation of a package and shall provide the organiser with the information necessary to comply with the organiser’s obligations under this Act.
    - (b) On being informed by a trader that a package has been created, the organiser shall provide to the traveller the information referred to in paragraphs (a) to (h) of subsection (1) on a durable medium.
  - (3) The information referred to in subsections (1) and (2) shall be provided in a clear, comprehensible and prominent manner.
  - (4) The organiser shall, in reasonable time prior to the start of the package, provide the traveller with -
    - (a) the necessary receipts, vouchers and tickets for the travel services provided as part of the package,
    - (b) information on the scheduled times of departure,
    - (c) the deadline for check-in, where applicable, and

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<sup>3</sup> OJ No. L 165, 18.6.2013, p. 1

- (d) the scheduled times for intermediate stops, transport connections and arrival.
- (5) (a) An organiser who contravenes subsection (1) or (2)(b) shall be guilty of an offence.
- (b) In proceedings for an offence under subsection (2)(b) it shall be a defence for an organiser if he or she can show that the contravention was due to the act or omission of the trader in failing to provide the organiser with the information required under that paragraph.
- (6) A trader who contravenes subsection (2)(a) shall be guilty of an offence.”.

*Documents to be supplied before the start of the package*

9. The Act of 1995 is amended by the substitution of the following section for section 15:

- “15. (1) The organiser shall ensure that a package travel contract is in plain and intelligible language, and where the contract is in writing, it shall be legible.
- (2) The organiser, and, where a package is sold through a retailer, the retailer, shall -
- (a) at the conclusion of the package travel contract or without undue delay after the conclusion of the contract, provide the traveller with a copy or confirmation of the contract on a durable medium,
  - (b) at the traveller’s request, provide a paper copy of the package travel contract to the traveller where the contract has been concluded in the simultaneous physical presence of the parties, and
  - (c) where a package travel contract is an off-premises contract as defined in Regulation 2(1) of the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 (S.I. No. 484 of 2013), provide a copy or confirmation of the package travel contract to the traveller on paper or, with the agreement of the traveller, on another durable medium.
- (3) (a) An organiser who contravenes subsection (1) or (2) shall be guilty of an offence.
- (b) In proceedings for an offence under subsection (2) it shall be a defence for an organiser if he or she can show that the failure to comply with that subsection is due to the act or omission of the retailer in failing to provide the traveller with a copy or confirmation of the contract required under subsection (2).

- (4) (a) A retailer who contravenes subsection (2) shall be guilty of an offence.
- (b) In proceedings for an offence under subsection (2) it shall be a defence for a retailer if he or she can show that the failure to comply with that subsection is due to the act or omission of the organiser in failing to provide the retailer with a copy or confirmation of the contract required under subsection (2) and the retailer took all reasonable steps to obtain a copy or confirmation, as the case may be, from the organiser with which to provide the traveller.”.

*Transfer of the package travel contract*

10. The Act of 1995 is amended by the substitution of the following section for section 16:

- “16. (1) (a) A traveller may, before the start of the package, transfer the package travel contract to a person who satisfies all the conditions applicable to that contract on giving reasonable notice on a durable medium to the organiser.
- (b) For the purposes of paragraph (a), notice given by the traveller to the organiser not later than 7 days before the start of the package shall be deemed to be reasonable notice.
- (2) The transferor and the transferee of the package travel contract shall be jointly and severally liable for the payment of the balance due under the contract and for any additional fees, charges or other costs arising from the transfer.
- (3) The organiser shall inform the transferor of the actual costs of the transfer and those costs shall not be unreasonable and shall not exceed the actual cost incurred by the organiser due to the transfer of the package travel contract.
- (4) The organiser shall provide the transferor with a statement justifying, and the basis for the calculation of, the additional fees, charges or other costs arising from the transfer of the package travel contract.”.

*Alteration of the price*

11. The Act of 1995 is amended by the substitution of the following section for section 17:

- “17. (1) After the conclusion of the package travel contract, prices may only be increased if there is a term in the contract -
- (a) expressly stating that the price may be increased, and

- (b) that the traveller is entitled to a price reduction in the circumstances specified in subsection (6).
- (2) Where subsection (1) applies, the package travel contract shall state how price revisions will be calculated.
- (3) The price of the package travel contract may only be increased as a direct consequence of changes in -
  - (a) the price of the carriage of passengers resulting from the cost of fuel or other power sources,
  - (b) the level of taxes or fees on the travel services included in the contract imposed by third parties not directly involved in the performance of the package, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports, or
  - (c) the exchange rates relevant to the package.
- (4) If the price increase referred to in subsection (1) exceeds 8 per cent of the total price of the package, subsections (2) to (7) of section 18 shall apply.
- (5) Irrespective of the extent of a price increase in respect of a package travel contract, an organiser may only increase the price of a package if the organiser notifies the traveller clearly and in comprehensible language of the price increase, with a statement justifying, and the basis for the calculation of, the increase, on a durable medium not later than 20 days before the start of the package.
- (6) If the package travel contract contains a term expressly stating that the price may be increased as referred to in subsection (1), the traveller shall be entitled to a price reduction corresponding to any decrease in the costs referred to in paragraph (a), (b) or (c) of subsection (3) that occur after the conclusion of the contract but before the start of the package.
- (7) Where there is a price decrease in the circumstances referred to in subsection (6), the organiser may deduct actual administrative expenses from the refund of monies owed to the traveller and shall, at the request of the traveller, provide a statement justifying, and the basis for the calculation of, those administrative expenses.”.

*Alteration of other package travel contract terms*

12. The Act of 1995 is amended by the substitution of the following section for section 18:

- “18. (1) The organiser shall not unilaterally change any term of a package travel contract before the start of the package, other than the price in accordance with section 17, unless -

- (a) the organiser has expressly reserved that right in the contract,
  - (b) the change is insignificant, and
  - (c) the organiser informs the traveller of the change in a clear, comprehensible and prominent manner on a durable medium.
- (2) If, before the start of the package, the organiser -
- (a) is constrained to alter significantly any of the main characteristics of the travel services as referred to in section 10(1)(a),
  - (b) cannot fulfil the special requirements as referred to in section 13(1)(a), or
  - (c) proposes to increase the price of the package by more than 8 per cent in accordance with section 17(4),
- the traveller may within a reasonable period specified by the organiser -
- (i) accept the proposed change, or
  - (ii) terminate the contract without paying a termination fee.
- (3) If the traveller terminates the package travel contract under subsection (2)(ii), the traveller may accept a substitute package where this is offered by the organiser, which shall, where possible, be of equivalent quality to, or a higher quality than, the original package.
- (4) The organiser shall, without undue delay, inform the traveller in a clear, comprehensible and prominent manner on a durable medium of -
- (a) any proposed change referred to in subsection (2)(a), (b) or (c) and, where subsection (5) applies, the impact of that proposed change on the price of the package,
  - (b) a reasonable period within which the traveller shall inform the organiser of his or her decision under subsection (2)(i) or (ii),
  - (c) the consequences of the traveller's failure to respond within the period referred to in paragraph (b), and
  - (d) in the circumstances referred to in subsection (3), the substitute package offered by the organiser and the price of that substitute package.
- (5) Where the changes to the package travel contract referred to in subsection (2)(a), (b) or (c) or the substitute package referred to in subsection (3) result in a package of lower quality or cost, the traveller shall be entitled to a corresponding price reduction.
- (6) Where the traveller terminates the package travel contract under subsection (2)(ii) and the traveller does not accept a substitute



package under subsection (3), the organiser shall refund all payments made by or on behalf of the traveller without undue delay and in any event not later than 14 days after the contract is terminated.

- (7) In the circumstances referred to in subsection (6), subsections (2) to (8) of section 20 shall apply with any necessary modifications.”.

*Termination of the package travel contract and the right of withdrawal before the start of the package*

13. The Act of 1995 is amended by the insertion of the following section after section 18:

- “18A. (1) A traveller may terminate a package travel contract at any time before the start of the package and, where the traveller terminates the contract, he or she may be required to pay to the organiser an appropriate and justifiable termination fee in accordance with subsection (2).
- (2) (a) The package travel contract may specify reasonable standardised termination fees based on the time of the termination of the contract before the start of the package and the expected cost savings and income from alternative deployment of the travel services.
- (b) Where no standardised termination fees are specified in the package travel contract, the amount of the termination fee shall correspond to the price of the package minus the cost savings and income from alternative deployment of the travel services.
- (3) At the request of the traveller, the organiser shall provide to the traveller a statement justifying the amount of the termination fees.
- (4) (a) Notwithstanding subsections (1) and (2), and subject to paragraph (b), the traveller shall have the right to terminate the package travel contract before the start of the package in the event of unavoidable and extraordinary circumstances occurring at the place of destination or its immediate vicinity and significantly affecting the performance of the package, or which significantly affect the carriage of passengers to the destination.
- (b) Where the traveller terminates the package travel contract under paragraph (a), the traveller shall -
- (i) not be required to pay any termination fee,

- (ii) be entitled to a full refund from the organiser of all payments made for the package without undue delay, and
  - (iii) not be entitled to additional compensation.
- (5) The organiser may terminate the package travel contract where -
  - (a) the number of persons enrolled for the package is smaller than the minimum number stated in the contract and the organiser notifies the traveller of the termination of the contract within the period fixed in the contract, but in any event not later than -
    - (i) 20 days before the start of the package in the case of trips lasting more than six days,
    - (ii) 7 days before the start of the package in the case of trips lasting between two and six days, or
    - (iii) 48 hours before the start of the package in the case of trips lasting less than two days,
  - or
  - (b) the organiser is prevented from performing the contract because of unavoidable and extraordinary circumstances and notifies the traveller of the termination of the contract without undue delay before the start of the package.
- (6) Where the organiser terminates the package travel contract in accordance with subsection (5), the organiser shall provide the traveller with a full refund of any payments made for the package, but shall not be liable for additional compensation.
- (7) The organiser shall -
  - (a) reimburse any payments made by or on behalf of the traveller for the package minus the appropriate termination fee under subsections (1) and (2), or
  - (b) make any refunds due to the traveller required under subsection (4) or (6), as the case may be,without undue delay and in any event not later than 14 days after the package travel contract is terminated.”.

*Responsibility for the performance of the package*

14. The Act of 1995 is amended by the substitution of the following section for section 19:

- “19. (1) The organiser shall be responsible for the performance of the travel services included in the package travel contract, irrespective of whether those services are to be performed by the organiser or by other travel service providers.

- (2) The traveller shall inform the organiser without undue delay, taking into account the circumstances of the case, of any lack of conformity which he or she perceives during the performance of a travel service included in the package travel contract.
- (3) The organiser shall remedy any lack of conformity unless -
  - (a) it is impossible to remedy the lack of conformity, or
  - (b) it entails disproportionate costs, taking into account the extent of the lack of conformity and the value of the travel services affected.
- (4) If the organiser fails to remedy the lack of conformity referred to in subsection (3) due to the circumstances referred to in paragraph (a) or (b) of that subsection, section 20 shall apply.
- (5) Other than in the circumstances referred to in subsection (3), where the organiser fails to remedy the lack of conformity within a reasonable period specified by the traveller, the traveller may do so and may request, from the organiser, reimbursement of the expenses incurred by him or her which were necessary to remedy the lack of conformity which shall be paid by the organiser.
- (6) Notwithstanding subsection (5), it shall not be necessary for the traveller to specify a time-limit within which the lack of conformity is to be remedied by the organiser if the organiser refuses to remedy the lack of conformity or if immediate remedy is required.
- (7)
  - (a) Where a significant proportion of the travel services cannot be provided as agreed in the package travel contract, the organiser shall offer, at no extra cost to the traveller, suitable alternative arrangements for the continuation of the package of, where possible, equivalent quality to, or a higher quality than, those specified in the contract, including where the traveller's return to the place of departure is not provided as agreed.
  - (b) Where the proposed alternative arrangements offered by the organiser referred to in paragraph (a) result in a package of lower quality than that specified in the package travel contract, the organiser shall grant the traveller a corresponding price reduction.
  - (c) The traveller may reject the proposed alternative arrangements offered by the organiser referred to in paragraph (a) or (b) only if they are not comparable to what was agreed in the package travel contract or the price reduction granted is inadequate, as the case may be.
- (8) Where a lack of conformity substantially affects the performance of the package and the organiser has failed to remedy it within a reasonable period specified by the traveller under subsection (5), the traveller may terminate the package

travel contract without paying a termination fee and may, where appropriate in the circumstances, request, in accordance with section 20, a price reduction or compensation for damages or both which shall be paid by the organiser to the traveller.

- (9) If it is impossible to make alternative arrangements in accordance with subsection (7)(a) or the traveller rejects the proposed alternative arrangements offered to him or her in accordance with subsection (7)(c), the traveller is, where appropriate in the circumstances, entitled, in accordance with section 20, to a price reduction or compensation for damages or both, without terminating the package travel contract, which shall be paid by the organiser to the traveller.
- (10) If the package includes the carriage of passengers, the organiser shall, in the cases referred to in subsections (8) and (9), provide for the repatriation of the traveller by equivalent means of transport without undue delay and at no extra cost to the traveller.
- (11) (a) Subject to paragraph (b), for so long as it is impossible to ensure the return of a traveller as agreed in the package travel contract due to unavoidable and extraordinary circumstances, the organiser shall be liable for the cost of necessary accommodation for the traveller, where possible of equivalent standard, for a period not exceeding three nights.
- (b) Where European Union passenger rights legislation applicable to the relevant means of transport for the return of a traveller apply, the organiser shall be liable for the costs of necessary accommodation of the traveller for any such longer periods as are provided for under the relevant provisions of that legislation.
- (12) (a) The limitation on the liability of an organiser for the cost of necessary accommodation for a traveller for the period referred to in subsection (11) shall not apply to any person with reduced mobility and any person accompanying such a person, pregnant women, unaccompanied minors and persons in need of specific medical assistance, provided that the organiser has been notified of the particular needs of such persons not later than 48 hours before the start of the package.
- (b) In paragraph (a), ‘person with reduced mobility’ means any person whose mobility when using transport is reduced due to any physical disability (sensory or locomotor, permanent or temporary), intellectual disability or impairment, or any other cause of disability, or age, and whose situation needs appropriate attention and the adaptation to his or her particular needs of the service made available to all passengers.

- (13) The organiser shall not be entitled to rely on the existence of unavoidable and extraordinary circumstances to limit the organiser's liability under subsection (11) where the relevant transport provider is not entitled to rely on such circumstances under applicable European Union passenger rights legislation.
- (14) In this section, "European Union passenger rights legislation" means:
- (a) Regulation (EC) No. 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No. 295/91<sup>4</sup>;
  - (b) Regulation (EC) No. 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations<sup>5</sup>;
  - (c) Regulation (EU) No. 1177/2010 of the European Parliament and of the Council of 24 November 2010 concerning the rights of passengers when travelling by sea and inland waterway and amending Regulation (EC) No. 2006/2004<sup>6</sup>;
  - (d) Regulation (EU) No. 181/2011 of the European Parliament and of the Council of 16 February 2011 concerning the rights of passengers in bus and coach transport and amending Regulation (EC) No. 2006/2004<sup>7</sup>.

*Price reduction and compensation for damages*

15. The Act of 1995 is amended by the substitution of the following section for section 20:

- "20. (1) A traveller shall be entitled to an appropriate price reduction from an organiser for any period during which there was lack of conformity, unless the organiser shows that the lack of conformity is attributable to the traveller.
- (2) Subject to subsection (3), a traveller shall be entitled to receive, without undue delay, appropriate compensation from an organiser for any damage which the traveller sustains as a result of any lack of conformity.
- (3) A traveller shall not be entitled to compensation from an organiser for damage sustained by the traveller as a result of any lack of conformity where an organiser can show that the lack of conformity is -

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<sup>4</sup> OJ No. L. 46, 17.2.2004, p. 1

<sup>5</sup> OJ No. L. 315, 3.12.2007, p. 14

<sup>6</sup> OJ No. L. 334, 17.12.2010, p. 1

<sup>7</sup> OJ No. L. 55, 28.2.2011, p. 1

- (a) attributable to the traveller,
  - (b) attributable to a third party unconnected with the provision of the travel services included in the package travel contract and is unforeseeable or unavoidable, or
  - (c) due to unavoidable and extraordinary circumstances.
- (4) Where the relevant international conventions limit the extent of or the conditions under which compensation shall be paid by a travel service provider carrying out a travel service which is part of a package, the same limitation shall apply to the liability, if any, of an organiser to pay compensation to a traveller under this Act.
- (5) Without prejudice to subsection (4), a package travel contract may include a term limiting the amount of compensation which an organiser shall pay to a traveller for damage sustained by the traveller as a result of any lack of conformity, which compensation shall not be less than three times the total price of the package, but such term shall not have the effect or purport to have the effect of limiting compensation in respect of -
- (a) death or personal injury, or
  - (b) damage caused intentionally or negligently.
- (6) Subject to subsection (7), any right of travellers to compensation or price reduction, including the right to present claims, under this Act shall not affect the right of travellers, including the right to present claims, under:
- (a) Regulation (EC) No. 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No. 295/91<sup>8</sup>;
  - (b) Regulation (EC) No. 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations<sup>9</sup>;
  - (c) Regulation (EC) No. 392/2009 of the European Parliament and of the Council of 23 April 2009 on the liability of carriers of passengers by sea in the event of accidents<sup>10</sup>;
  - (d) Regulation (EU) No. 1177/2010 of the European Parliament and of the Council of 24 November 2010 concerning the rights of passengers when travelling by sea and inland waterway and amending Regulation (EC) No. 2006/2004<sup>11</sup>;

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<sup>8</sup> OJ No. L 46, 17.2.2004, p. 1

<sup>9</sup> OJ No. L 315, 3.12.2007, p. 14

<sup>10</sup> OJ No. L 131, 28.5.2009, p. 24

<sup>11</sup> OJ No. L 334, 17.12.2010, p.1

- (e) Regulation (EU) No. 181/2011 of the European Parliament and of the Council of 16 February 2011 concerning the rights of passengers in bus and coach transport and amending Regulation (EC) No. 2006/2004<sup>12</sup>;
  - (f) the relevant international conventions in so far as those conventions are applicable to or in the State.
- (7) Where a traveller claims or has received compensation or a price reduction under this Act and has also received compensation or a price reduction under any one or more of the Regulations or the relevant international conventions referred to in subsection (6), the compensation or price reduction received under those Regulations or relevant international conventions, as the case may be, shall be deducted from the compensation or price reduction received by the traveller under this Act in order to avoid overcompensation.
- (8) In this section -
- ‘relevant international conventions’ means -
    - (a) the Athens Convention,
    - (b) the Convention concerning International Carriage by Rail (COTIF),
    - (c) the Montreal Convention, and
    - (d) the Warsaw Convention.
- (9) In subsection (8) -
- ‘Athens Convention’ means the Convention relating to the Carriage of Passengers and their Luggage by Sea 1974, done at Athens on 13 December 1974, as amended by the Protocol to the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea 1974, done at London on 1 November 2002;
  - ‘Convention concerning International Carriage by Rail (COTIF)’ means the Convention concerning International Carriage by Rail (COTIF), done at Berne on 9 May 1980, as amended by the Protocol for the Modification of the Convention concerning International Carriage by Rail (COTIF) of 9 May 1980, done at Vilnius on 3 June 1999;
  - ‘Montreal Convention’ means the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal on 28 May 1999;
  - ‘Warsaw Convention’ means the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Warsaw on 12 October 1929, or the Warsaw Convention as amended:

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<sup>12</sup> OJ No. L. 55, 28.2.2011, p. 1

- (a) by the Protocol to Amend the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Warsaw on 12 October 1929, done at The Hague on 28 September 1955;
- (b) by the Convention, Supplementary to the Warsaw Convention, for the Unification of Certain Rules relating to International Carriage by Air Performed by a Person Other than the Contracting Carrier, done at Guadalajara on 18 September 1961;
- (c) by the Montreal Protocol No. 4, done at Montreal on 25 September 1975.”.

*Possibility to contact the organiser via the retailer*

16. The Act of 1995 is amended by the insertion of the following sections after section 20:

- “20A. (1) A traveller may address a message, request or complaint in relation to the performance of the package directly to the retailer through which the package was purchased and the retailer shall forward the message, request or complaint to the organiser without undue delay.
- (2) For the purpose of compliance with time-limits or limitation periods, receipt by the retailer of a message, request or complaint referred to in subsection (1) shall be deemed to be receipt by the organiser.

*Obligation to provide assistance*

- 20B. (1) An organiser shall give appropriate assistance without undue delay to a traveller in difficulty, including in the circumstances referred to in section 19(11), including -
- (a) by providing appropriate information on health services, local authorities and consular assistance, and
  - (b) by assisting the traveller to make distance communications and helping the traveller to find alternative travel arrangements.
- (2) The organiser shall be entitled to charge the traveller a reasonable fee for assistance provided by the organiser if the difficulty is caused intentionally by, or through the negligence of, the traveller, but the fee shall not, in any event, exceed the actual costs incurred by the organiser.”.

*Amendment of section 21 of Act of 1995*

17. Section 21 of the Act of 1995 is amended -



- (a) in paragraph (b) of subsection (1), by the insertion of “and this Act” after “the Act of 1982”, and
- (b) in subsection (4), by the insertion of “and this Act” after “the Act of 1982”.

*Effectiveness and scope of insolvency protection*

18. The Act of 1995 is amended by the substitution of the following section for section 22:

- “22. (1) An organiser shall provide security in accordance with the requirements specified in this section and sections 23 to 25 for the refund of all payments made to the organiser by or on behalf of travellers where the travel services included in the package travel contract are not, or will not be, performed by the organiser as a consequence of the insolvency of the organiser.
- (2) Where the carriage of passengers is included in a package travel contract, an organiser shall ensure that the security referred to in subsection (1) shall also provide for the costs of the repatriation of travellers in the circumstances referred to in that subsection.
- (3) Where the travel services included in the package travel contract are not, or will not be, performed by the organiser as a consequence of the insolvency of the organiser, the continuation of the package, on the same contractual terms, may be offered to the traveller as an alternative to a refund by -
- (i) another organiser,
  - (ii) an entity providing the security for the insolvent organiser, or
  - (iii) the entity responsible for the administration of the security provided by the insolvent organiser.
- (4) Where the performance of the package is affected by the insolvency of an organiser, the security referred to in subsection (1) shall ensure repatriations and, if necessary, the financing of accommodation prior to the repatriation, or the continuation of the package shall be available to travellers at no cost to the traveller.
- (5) Where a travel service included in a package travel contract has not been performed due to the insolvency of the organiser, the security referred to in subsection (1) shall provide for refunds to travellers of the costs of the package travel contract without undue delay after the traveller's request.
- (6) The security referred to in subsection (1) shall be effective and provide for reasonably foreseeable costs including in particular -
- (a) that it shall be available as soon as travel services are not being, or will not be, fully performed, or where service

providers require travellers to pay for them, as a consequence of the insolvency of an organiser, and

- (b) the amounts of payments affected by the insolvency of the organiser made by or on behalf of travellers in respect of packages, taking into account the length of the period between down payments and final payments and the completion of the packages, as well as the estimated cost for repatriations in the event of the insolvency of an organiser.
- (7) The security referred to in subsection (1) shall be provided in respect of all packages an organiser sells or offers for sale in the European Union, irrespective of the traveller's place of residence, the place of departure or where the package is sold.
- (8) Where an organiser is not established in the State or in another Member State and sells or offers for sale packages in the State, or by any means directs the sale or offers for sale of such packages to a person in the State, the organiser shall provide security in accordance with subsection (1) in respect of those packages.
- (9) An organiser established in another Member State who sells or offers for sale packages in the State and who provides security in accordance with the law of that Member State giving effect to Article 17 of the Directive in that Member State shall be considered to have complied with the requirement to provide security in accordance with subsection (1).
- (10) An organiser shall inform the Commission for Aviation Regulation of the nature and amount of the security the organiser has arranged in order to comply with subsection (1).
- (11) An organiser who fails to provide security in accordance with subsection (1) or (8), as the case may require, shall be guilty of an offence.
- (12) In this section "organiser" means, other than in subsection (8), (9) or (10), an organiser established in the State."

*Insolvency protection and information requirements for linked travel arrangements*

19. The Act of 1995 is amended by the insertion of the following section after section 22:

- "22A. (1) A trader facilitating linked travel arrangements shall provide security in accordance with the requirements specified in this section and sections 23 to 25 for the refund of all payments received by the trader from travellers where a travel service which is part of a linked travel arrangement is not, or will not be, performed as a consequence of the insolvency of the trader.

- (2) Where a trader referred to in subsection (1) is the person responsible for the carriage of passengers, the security referred to in subsection (1) shall also provide for costs of the repatriation of travellers in the circumstances referred to in that subsection.
- (3) The security referred to in subsection (1) shall be provided in respect of all linked travel arrangements a trader sells or offers for sale in the European Union, irrespective of the traveller's place of residence, the place of departure or where the linked travel arrangement is sold.
- (4) Where the performance of the linked travel arrangement is affected by the insolvency of the trader facilitating the arrangement, the security referred to in subsection (1) shall ensure repatriations and, if necessary, the financing of accommodation prior to the repatriation shall be available to travellers at no cost to the traveller.
- (5) Where a travel service which is part of a linked travel arrangement has not been performed due to the insolvency of the trader facilitating the linked travel arrangement, the security referred to in subsection (1) shall provide for refunds to travellers of the costs of the travel service without undue delay after the traveller's request.
- (6) The security referred to in subsection (1) shall be effective and provide for reasonably foreseeable costs including in particular -
  - (a) that it shall be available as soon as travel services are not being, or will not be, fully performed, or where service providers require travellers to pay for them, as a consequence of the insolvency of a trader, and
  - (b) the amounts of payments affected by the insolvency of the trader made by or on behalf of travellers in respect of linked travel arrangements, taking into account the length of the period between down payments and final payments and the completion of the linked travel arrangements, as well as the estimated cost for repatriations in the event of the insolvency of a trader.
- (7) Where a trader is not established in a Member State and sells or offers for sale linked travel arrangements in the State, or by any means directs the sale or offers for sale of such linked travel arrangements to a person in the State, the trader shall provide security in accordance with subsection (1) in respect of those linked travel arrangements.
- (8) A trader facilitating linked travel arrangements established in another Member State who sells or offers for sale linked travel arrangements in the State, and who provides security in accordance with the law of that Member State giving effect to Article 19 of the Directive in that Member State shall be

considered to have complied with the requirement to provide security in accordance with subsection (1).

- (9) Before a traveller shall be bound by an offer of, or by a contract leading to the creation of, a linked travel arrangement, a trader facilitating the linked travel arrangement (including where the trader is not established in the State or in another Member State) or who, by any means, directs the sale or offer for sale of such linked travel arrangement to a person in the State, shall state in a clear, comprehensible and prominent manner in accordance with subsection (12) that -
  - (a) the traveller will be entitled to benefit from the security against insolvency required to be provided by the trader in accordance with subsection (1),
  - (b) the traveller will not be entitled to benefit from the rights which apply exclusively to packages under this Act, and
  - (c) each service provider will be solely responsible for the proper contractual performance of the service provided by that service provider.
- (10) The information required to be provided under subsection (9) to a traveller by a trader facilitating a linked travel arrangement shall be provided in the manner set out in the relevant form specified in Schedule 2 or, where the particular type of linked travel arrangement is not provided for in any of the forms set out in that Schedule, the required information shall be provided in a form to the like effect which contains that information.
- (11) Where a trader facilitating linked travel arrangements has not complied with the requirements of subsections (1) to (10) insofar as they apply to the trader, the rights conferred on travellers and the obligations imposed on organisers and retailers under sections 16, 18A, 19, 20, 20A and 20B shall apply to the travel services included in the linked travel arrangements and those sections shall apply to the trader as they apply to an organiser or retailer, as the case may be, with any necessary modifications.
- (12) Where a linked travel arrangement is the result of the conclusion of a contract between a traveller and a trader who does not facilitate the linked travel arrangement, that trader shall inform the trader facilitating the linked travel arrangement of the conclusion of the relevant contract.
- (13) Section 25A shall apply to traders facilitating linked travel arrangements as it applies to organisers selling or offering for sale packages, with any necessary modifications.
- (14) A trader facilitating linked travel arrangements shall inform the Commission for Aviation Regulation of the nature and amount of the security it has arranged in order to comply with subsection (1).

- (15) A trader facilitating linked travel arrangements who fails to provide security in accordance with subsection (1) or (7) shall be guilty of an offence.
- (16) In this section “trader facilitating linked travel arrangements” means, other than in subsection (7), (8) or (14), a trader facilitating linked travel arrangements who is established in the State.”.

*Nature of security*

20. The Act of 1995 is amended by the substitution of the following section for section 23:

“23. An organiser and a trader facilitating linked travel arrangements shall provide security under sections 22 and 22A to refund travellers in the circumstances referred to in those sections and, where applicable, to provide for the costs of repatriation and, if necessary, the financing of accommodation prior to repatriation, in one or more than one of the following ways:

- (a) by depositing a sum of money, the amount of which shall be determined in the manner specified in section 24, in a bank or financial institution in the State, in the sole name of the Commission for Aviation Regulation, which shall, in the event of the insolvency of the organiser or the trader, be fully and exclusively available to the Commission, without restriction or condition;
- (b) by entering into a contract of guarantee secured with an insurance undertaking or the holder of a licence or authorisation referred to in section 24(5)(a) who is authorised to provide that guarantee in the State, and which shall, in the event of the insolvency of the organiser or the trader, be fully and exclusively available to the Commission for Aviation Regulation, without restriction or condition;
- (c) by entering into a contract for an insurance policy of the type set out in section 25 with an insurance undertaking referred to in paragraph (a)(i) or (ii) of section 24(5) who is authorised to provide that policy of insurance in the State, the proceeds of which shall, in the event of the insolvency of the organiser or the trader, be fully and exclusively available, without restriction or condition.”.

*Arrangements for certain types of security*

21. The Act of 1995 is amended by the substitution of the following section for section 24:

“24. (1) A security provided under section 23(a) or (b) shall be -

- (a) valid for not more than one year from the date of its commencement,
  - (b) available to the Commission for Aviation Regulation for the refund of travellers in the circumstances referred to in section 22 or 22A for a period of not more than six months following its expiry where it is not replaced by a new security,
  - (c) available to the Commission for Aviation Regulation in respect of a package or a linked travel arrangement, regardless of when the package travel contract or linked travel arrangement, was made with the traveller,
  - (d) an amount that is 4 per cent of the turnover of an organiser or a trader facilitating linked travel arrangements for the latest financial year for which the organiser or trader, as the case may be, has prepared accounts and financial statements or such other amount as shall satisfy the Commission is sufficient to comply with the requirement to provide security in accordance with section 22 or 22A, and is not less than 4 per cent and not more than 10 per cent of the projected turnover of the organiser or trader, for the year for which the security is being arranged, having regard to the factors specified in subsection (6) and the information provided under subsection (7), and
  - (e) provided to the Commission for Aviation Regulation -
    - (i) where the security is a guarantee secured with an insurance undertaking, in the form specified in Schedule 3, or
    - (ii) where the security is a guarantee secured with a person referred to in subsection (5)(a)(iii), in the form specified in Schedule 4.
- (2) A security provided under section 23(a) or (b) shall be available to defray any reasonable expenses incurred by the Commission for Aviation Regulation, or provide for any payments made by the Commission, in the refund of travellers affected by the insolvency of an organiser or a trader facilitating linked travel arrangements, as the case may be, in accordance with section 22 or 22A.
- (3) Where a security provided under section 23(a) is made available to the Commission for Aviation Regulation in the event of the insolvency of an organiser or a trader facilitating linked travel arrangements, and the Commission is satisfied that all payments have been refunded to travellers in accordance with section 22 or 22A, and any expenses of the Commission have been defrayed in accordance with subsection (2), any residual amount of the security shall be returned to the provider of the security.

- (4) The Commission for Aviation Regulation may release an organiser or a trader or a provider of the security from any liability under the security where it is satisfied that the organiser or trader facilitating linked travel arrangements, has discharged all of the obligations the organiser or trader has to refund all payments to travellers in accordance with section 22 or 22A, in respect of package travel contracts or linked travel arrangements or that no such obligations will arise.
- (5) (a) A security of the type set out at section 23(b) shall be secured only with -
- (i) an insurance undertaking authorised to carry out non-life insurance business (Class 15, suretyship) under the European Communities (Non-Life Insurance) Framework Regulations 1994 (S.I. No. 359 of 1994) (continued in force by section 16 of the Finance (Miscellaneous Provisions) Act 2015),
  - (ii) an insurance undertaking authorised to carry out non-life insurance business (Class 15, suretyship) under the European Union (Insurance and Reinsurance) Regulations 2015 (S.I. No. 485 of 2015), or
  - (iii) a person who is the holder of a licence or authorisation to carry on banking business under the Central Bank Act 1971.
- (b) A security of the type set out at section 23(c) shall be secured only with an insurance undertaking referred to in paragraph (a)(i) or (ii).
- (6) For the purposes of carrying out its functions under this section, the Commission for Aviation Regulation shall, as it considers appropriate, have regard to the following:
- (a) the financial, business and organisational resources of the organiser or trader facilitating linked travel arrangements concerned;
  - (b) the arrangements made by the organiser or trader facilitating linked travel arrangements concerned, to ensure adequate finances are available to discharge the organiser's or trader's actual and potential obligations in respect of the package travel contracts or linked travel arrangements sold or offered for sale, or intended to be sold or offered for sale during the period of the security;
  - (c) factors determining the value of the packages or linked travel arrangements being sold including the destination, time of travel or mode of transport;
  - (d) the past activities of the organiser or trader facilitating linked travel arrangements concerned, and the membership or management of that organiser or trader, or

the past activities of any person employed by that organiser or trader, or, if that organiser or trader is a body corporate, the past activities of any director, shadow director, de facto director, secretary, shareholder, officer or servant of the body corporate including whether such a person is or was a restricted person, or is an undischarged bankrupt;

- (e) the manner in which the organiser or trader facilitating linked travel arrangements concerned is carrying on the business of the sale or offering for sale of package travel contracts or linked travel arrangements, as the case may be.
- (7) An organiser or a trader facilitating linked travel arrangements, established in the State, shall maintain the following books, accounts, financial statements and records at its principal place of business or, where the organiser or trader is a corporate body, at its registered office, in the State -
- (a) annual accounts duly audited and certified, annual returns and financial statements,
  - (b) a record, which may be in ledger, computer or other form, of all daily transactions including receipts and expenditures, duly analysed by the different methods of receipt and payment (cash, cheque, debit card, credit card, electronic funds transfer, voucher or any other type of payment), including all monies paid on deposit,
  - (c) a full record of all bank lodgements and other transactions including cash and credit transactions from which regular financial information can be derived to ascertain the financial position of the business of the organiser or trader facilitating linked travel arrangements from time to time, and a regular and proper bank reconciliation, and
  - (d) copies of all package travel contracts entered into by the organiser or contracts concluded giving rise to linked travel arrangements facilitated by the trader, as the case may be, relevant to the business of the organiser or trader as appropriate, during the period of the security,

and shall furnish copies or extracts thereof on request by an authorised officer within the period specified by that person which shall not be less than 14 days from the date of the request.

- (8) In this section -

‘Act of 2014’ means the Companies Act 2014;

‘de facto director’ shall be construed in accordance with section 222 of the Act of 2014;

‘financial statements’ means a summary (as at a particular date) of the assets, liabilities and financial position of the organiser or



trader facilitating linked travel arrangements, as the case may be, together with the profit or loss, since the date of the previous financial statements and shall comprise -

- (a) a balance sheet as at the end of the financial year,
- (b) a profit and loss account for the financial year, and
- (c) any other additional statements and information attached to the foregoing and forming part of them,

and such statements shall give a true and fair view of the assets, liabilities and financial position as at the end of the financial year, and the profit or loss for the financial year, of the organiser or trader;

‘financial year’ shall be construed in accordance with section 288 of the Act of 2014;

‘projected turnover’ means the total of receipts estimated by an organiser or a trader facilitating linked travel arrangements in respect of package travel contracts or linked travel arrangements, as appropriate, to be sold or offered for sale during the period of the security of the type referred to in section 24 being arranged by such organiser or trader, as the case may be;

‘restricted person’ has the same meaning as it has in section 818(1) of the Act of 2014;

‘shadow director’ shall be construed in accordance with section 221(1) of the Act of 2014;

‘undischarged bankrupt’ has the same meaning as it has in section 2(1) of the Act of 2014.”.

*Amendment of section 25 of Act of 1995*

22. (1) The Act of 1995 is amended in section 25 -

- (a) by the substitution of the following subsections for subsections (1) and (2):

“(1) An organiser or a trader facilitating linked travel arrangements who is arranging security in the manner provided for by this section, shall have insurance under one or more than one appropriate policy with an insurance undertaking referred to in paragraph (a)(i) or (ii) of section 24(5) authorised to provide that policy of insurance in the State, under which the insurance undertaking agrees to indemnify travellers (who shall be insured persons under the policy) and refund them in the circumstances referred to in section 22 or 22A.

(2) An organiser or a trader facilitating linked travel arrangements, shall, if arranging security in the manner provided for by this section, ensure that it is a term of

every contract with a traveller that the traveller acquires the benefit of a policy of a kind referred to in subsection (1) in the event of the insolvency of the organiser.”,

and

(b) by the insertion of the following subsection after subsection (3):

“(4) No term or condition of a policy of insurance arranged under this section shall provide for or permit the deduction of expenses or administrative fees or charges (however called or described) from the amount a traveller is entitled to receive and which shall be paid to a traveller under subsection (1).”.

(2) A policy of insurance under section 25 of the Act of 1995 in force immediately before the coming into operation of paragraph (1), shall continue in force and have effect until the date specified in the policy to be the date of its expiry, notwithstanding the coming into operation of that paragraph.

*Administrative cooperation, certain obligations of retailers and traders, third party liability, non-waiver of rights or obligations and consumer information*

23. The Act of 1995 is amended by the insertion of the following sections after section 25:

- “25A. (1) (a) The Commission for Aviation Regulation is designated as the central contact point for the purposes of Article 18 of the Directive and this Act.
- (b) The performance of a function as central contact point pursuant to the designation under paragraph (a) shall be a function of the Commission for Aviation Regulation under the Act of 2001.
- (2) The central contact point referred to in subsection (2) shall:
- (a) make available to central contact points in other Member States all necessary information on the requirements in relation to insolvency protection applicable in the State;
- (b) make available to central contact points in other Member States the identity of the body or bodies providing insolvency protection for the purposes of this Act to organisers and traders facilitating linked travel arrangements established in the State;
- (c) publish (including online) an inventory listing organisers who comply with the insolvency protection requirements in section 22,
- (d) where it has a concern about the compliance with the requirements for insolvency protection of an organiser established in another Member State, seek clarification from the Member State in which that organiser is established, and

- (e) respond to requests from central contact points in other Member States for information about the compliance with the requirements for insolvency protection of an organiser established in the State as soon as possible, taking into account the urgency and complexity of the matter, and in any event provide an initial response not later than 15 working days from receiving the request.
- 25B. (1) Where the organiser is established outside the European Economic Area, the retailer shall be subject to the obligations imposed on organisers under sections 19, 20, 20A, 20B and 22, unless the retailer can satisfy the Commission for Aviation Regulation that the organiser complies with those sections.
- (2) A trader shall be liable for any errors due to technical defects in the booking system which are attributable to the trader and, where the trader has agreed to arrange the booking of a package or of travel services which are part of linked travel arrangements, for the errors made during the booking process, other than where the booking errors are attributable to the traveller or caused by unavoidable and extraordinary circumstances.
  - (3) Where an organiser or, pursuant to subsection (1), a retailer, pays compensation, grants a price reduction or otherwise complies with the obligations imposed on the organiser or retailer, as the case may be, under this Act, nothing in this Act shall be construed as preventing the organiser or retailer seeking redress from any third parties whose acts or omissions contributed to the event which gave rise to the requirement to pay compensation, grant a price reduction or to meet those other obligations.
  - (4) The obligations imposed on an organiser or trader facilitating linked travel arrangements under this Act shall apply and have effect notwithstanding any declaration or purported declaration by such organiser or trader to the effect that he or she is acting exclusively as a travel service provider, as an intermediary or in any other capacity, or that a package or a linked travel arrangement does not constitute a package or a linked travel arrangement.
  - (5) Travellers may not waive the rights conferred on them by this Act and any contractual arrangement or any statement by the traveller which directly or indirectly waives or limits, or purports to waive or limit, the rights conferred on travellers pursuant to this Act or which has, or intends to have, the aim or effect of avoiding the application of this Act shall not be binding on the traveller.
- 25C. Regulations 11, 25, 26 and 27 of the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 (S.I.

No. 484 of 2013) shall apply to packages and travellers subject to the following modifications and any other necessary modifications:

- (a) a reference to a trader shall be construed as a reference to an organiser or a trader facilitating linked travel arrangements;
- (b) a reference to a consumer shall be construed as a reference to a traveller;
- (c) a reference to a contract shall be construed as a reference to a package travel contract or a linked travel arrangement.”.

*Amendment of Act of 2001*

24. The Act of 2001 is amended -

- (a) in section 2(1) -
  - (i) by the deletion of the definition of “organiser”, and
  - (ii) by the insertion of the following definition:
 

“ ‘trader’ has the meaning assigned to it by section 2 of the Package Holidays and Travel Trade Act 1995;”,
- (b) in section 17(7), in the definition of “interests”, by the substitution in paragraph (a)(vi) of “trader” for “organiser”, and
- (c) in paragraph (f) of section 42(4), by the substitution of “trader” for “organiser”.

*Amendment of Act of 1982*

25. (1) The Act of 1982 is amended in section 2(1) -

- (a) by the insertion of the following definitions:
 

“ ‘Act of 1995’ means the Package Holidays and Travel Trade Act 1995;

‘Directive’ means Directive (EU) No. 2015/2302 of the European Parliament and the Council of 25 November 2015 on package travel and linked travel arrangements<sup>1</sup>;

‘linked travel arrangement’ has the meaning assigned to it by the Act of 1995;

‘trader facilitating linked travel arrangements’ shall be construed in accordance with section 22A of the Act of 1995;”,
- (b) by the substitution of the following definitions:
 

“ ‘organiser’ has the meaning assigned to it by the Act of 1995;

‘package’ has the meaning assigned to it by the Act of 1995;

‘retailer’ has the meaning assigned to it by the Act of 1995;”,
- (c) by the deletion of the definition of “package provider”, and

- (d) by the substitution in the definition of “carrier” of “other than an organiser or trader facilitating linked travel arrangements where the package includes transport commencing in the State to destinations outside the State or Northern Ireland)” for “(other than a package provider where the package includes transport commencing in the State to destinations outside the State or Northern Ireland)”.

(2) The Act of 1982 is amended -

- (a) in section 4 by the substitution for paragraph (b) of the following paragraph:

“(b) is an organiser or a trader facilitating linked travel arrangements and has provided security in accordance with section 22 or 22A of the 1995 Act.”,

- (b) in section 5 by the substitution for paragraph (b) of the following paragraph:

“(b) is an organiser or a trader facilitating linked travel arrangements and has provided security in accordance with section 22 or 22A of the 1995 Act.”, and

- (c) in section 5A by the substitution for that section of the following section:

“5A. (1) A tour operator or travel agent, whose place of establishment is in another Member State, other than an organiser of packages or a trader facilitating linked travel arrangements, may carry on business in the State, including on a temporary basis, either physically or at a distance.

(2) In this section, ‘carry on business in the State’ means the sale of travel services in the State for travel which commences within the State to destinations outside the State.”.

(3) The Act of 1982 is amended by the insertion after section 13 of the following section:

“13A. (1) Where the contract referred to in section 13(1) is a package or a linked travel arrangement, the tour operator or travel agent shall arrange security for that contract in accordance with section 22 or section 22A of the Act of 1995, as the case may require.

(2) Notwithstanding subsection (1), where a tour operator or travel agent has arranged a bond under s. 13 for the purpose of obtaining a grant of a licence under section 6, and where that bond offers equivalent protection for travellers to that required under section 22 or 22A of the Act of 1995, as the case may require, the tour operator or travel agent shall have also complied with the requirement to provide security in accordance with section 22 or 22A, as appropriate.

(3) Notwithstanding subsections (3) and (4) of section 13, where, by virtue of subsection (2), a tour operator or travel agent has complied with the requirement to provide security in accordance with section 22 or 22A of the Act of 1995, the purposes of that bond under section 13 shall not be limited to the purposes set out in subsections (3) and (4) of that section but may also be used for the purposes set out in sections 22 or 22A of the Act of 1995.”.

(4) The Act of 1982 is amended in section 20(1) by the deletion in paragraphs (a) and (b) of that subsection of “, retailer or organiser of packages,”.

#### *Amendment of regulations*

26. (1) The European Communities (Cooperation between National Authorities Responsible for the Enforcement of Consumer Protection Laws) Regulations 2006 (S.I. No. 290 of 2006) are amended:

- (a) by the substitution of “Directive (EU) No. 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements”<sup>1</sup> for “Council Directive 90/314/EEC of 13 June 1990 on package travel, package holidays and package tours” in the second column at reference number 5 of the Schedule;
- (b) by the substitution of “Competition and Consumer Protection Commission” for “Office of the Director of Consumer Affairs” in the fourth column at reference number 5 of the Schedule.

(2) The European Communities (Court Orders for the Protection of Consumer Interests) Regulations 2010 (S.I. No. 555 of 2010) are amended by the substitution in paragraph 4 of the Schedule of “Directive (EU) No. 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements”<sup>1</sup> for “Council Directive 90/314/EEC of 13 June 1990 on package travel, package holidays and package tours”<sup>5</sup>.”.

#### *Repeals and revocations*

27. (1) Sections 3, 5, 11, 12 and 14 of the Act of 1995 are repealed.

(2) The following are revoked:

- (a) the Package Holidays and Travel Trade Act 1995 (Bonds) Regulations 1995 (S.I. No. 270 of 1995);
- (b) the Package Holidays and Travel Trade Act 1995 (Occasional Organisers) Regulations 1995 (S.I. No. 271 of 1995);
- (c) the Approved Bodies (Fees) Regulations, 1995 (S.I. No. 236 of 1995).

## Schedule 1

## Part A

**Standard information form for package travel contracts where the use of hyperlinks is possible**

The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302. Therefore, you will benefit from all EU rights applying to packages. XY will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, XY has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes/they become insolvent. More information on key rights under Directive (EU) 2015/2302 (to be provided in the form of a hyperlink).

Following the hyperlink the traveller will receive the following information:

Key rights under Directive (EU) 2015/2302

- Travellers will receive all essential information about the package before concluding the package travel contract.
- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs rise (for instance, fuel prices) and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 per cent of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.

— If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.

— Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.

— The organiser has to provide assistance if the traveller is in difficulty.

— If the organiser or, in some Member States, the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company). Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if services are denied because of XY's insolvency.

[The organiser or retailer must provide a hyperlink to national law transposing Directive (EU) No. 2015/2302]

## Part B

### **Standard information form for package travel contracts in situations other than those covered by Part A**

The combination of travel services offered to you is a package within the meaning of Directive (EU) 2015/2302. Therefore, you will benefit from all EU rights applying to packages. XY will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, XY has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes/they become insolvent.

#### Key rights under Directive (EU) 2015/2302

— Travellers will receive all essential information about the package before concluding the package travel contract.

— There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.

— Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.

— Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.

— The price of the package may only be increased if specific costs rise (for instance fuel prices), and if expressly provided for in the contract, and in any



event not later than 20 days before the start of the package. If the price increase exceeds 8 per cent of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.

— Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.

— Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.

— Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.

— If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.

— Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.

— The organiser has to provide assistance if the traveller is in difficulty.

— If the organiser or, in some Member States, the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company). Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if services are denied because of XY's insolvency.

(Website where Directive (EU) 2015/2302 as transposed into national law can be found.)

## Part C

**Standard information form where the organiser transmits data to another trader in accordance with paragraph (b)(v) of the definition of package in section 2(1)**

If you conclude a contract with AB not later than 24 hours after receiving the confirmation of the booking from XY the travel service provided by XY and AB will constitute a package within the meaning of Directive (EU) 2015/2302. Therefore, you will benefit from all EU rights applying to packages. XY will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, XY has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent. More information on key rights under Directive (EU) 2015/2302 (to be provided in the form of a hyperlink).

Following the hyperlink the traveller will receive the following information:

#### Key rights under Directive (EU) 2015/2302

— Travellers will receive all essential information about the travel services before concluding the package travel contract.

— There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.

— Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.

— Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.

— The price of the package may only be increased if specific costs rise (for instance, fuel prices) and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 per cent of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.

— Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.

— Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.

— Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.

— If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.

— Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.

— The organiser has to provide assistance if the traveller is in difficulty.

— If the organiser or, in some Member States, the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. XY has taken out insolvency protection with YZ [the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company]. Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if services are denied because of XY's insolvency.

[The organiser or retailer must provide a hyperlink to national law transposing Directive (EU) No. 2015/2302]

## Schedule 2

## Part A

**Standard information form where the trader facilitating an online linked travel arrangement within the meaning of paragraph (a) of the definition of linked travel arrangement in section 2(1) is a carrier selling a return ticket**

If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our company/XY, you will NOT benefit from rights applying to packages under Directive (EU) 2015/2302. Therefore, our company/XY will not be responsible for the proper performance of those additional travel services. In case of problems please contact the relevant service provider. However, if you book any additional travel services during the same visit to our company's/XY's booking website, the travel services will become part of a linked travel arrangement. In that case XY has, as required by EU law, protection in place to refund your payments to XY for services not performed because of XY's insolvency, and, where necessary, for your repatriation. Please note that this does not provide a refund in the event of the insolvency of the relevant service provider.

More information on insolvency protection (to be provided in the form of a hyperlink)

Following the hyperlink the traveller will receive the following information:

XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company). Travellers may contact this entity, or where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if the services are denied because of XY's insolvency. Note: This insolvency protection does not cover contracts with parties other than XY, which can be performed despite XY's insolvency.

[The organiser or trader must provide a hyperlink to national law transposing Directive (EU) No. 2015/2302]

## Part B

**Standard information form where the trader facilitating an online linked travel arrangement within the meaning of paragraph (a) of the definition of linked travel arrangement in section 2(1) is a trader other than a carrier selling a return ticket**

If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our company/XY, you will NOT benefit from rights applying to packages under Directive (EU) 2015/2302. Therefore, our company/XY will not be responsible for the proper performance of the individual travel services. In case of problems please contact the relevant service provider. However, if you book any additional travel services during the same visit to our company's/XY's booking website, the travel services will become part of a linked travel arrangement. In that case XY has, as required by

EU law, protection in place to refund your payments to XY for services not performed because of XY's insolvency. Please note that this does not provide a refund in the event of the insolvency of the relevant service provider. More information on insolvency protection (to be provided in the form of a hyperlink)

Following the hyperlink the traveller will receive the following information:

XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company). Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if the services are denied because of XY's insolvency. Note: This insolvency protection does not cover contracts with parties other than XY, which can be performed despite XY's insolvency.

[The organiser or trader must provide a hyperlink to national law transposing Directive (EU) No. 2015/2302]

### Part C

**Standard information form in the case of linked travel arrangements within the meaning of paragraph (a) of the definition of linked travel arrangement in section 2(1) where the contracts are concluded in the simultaneous physical presence of the trader (other than a carrier selling a return ticket) and the traveller**

If, after selecting and paying for one travel service, you book additional travel services for your trip or holiday via our company/XY, you will NOT benefit from rights applying to packages under Directive (EU) 2015/2302. Therefore, our company/XY will not be responsible for the proper performance of the individual travel services. In case of problems please contact the relevant service provider. However, if you book any additional travel services during the same visit to or contact with our company/XY, the travel services will become part of a linked travel arrangement. In that case XY has, as required by EU law, protection in place to refund your payments to XY for services not performed because of XY's insolvency. Please note that this does not provide a refund in the event of the insolvency of the relevant service provider.

XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company). Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if the services are denied because of XY's insolvency. Note: This insolvency protection does not cover contracts with parties other than XY, which can be performed despite XY's insolvency.

(Website where Directive (EU) 2015/2302 as transposed into national law can be found.)

### Part D

**Standard information form where the trader facilitating an online linked travel arrangement within the meaning of paragraph (b) of the definition of linked travel arrangement in section 2(1) is a carrier selling a return ticket**

If you book additional travel services for your trip or holiday via this link/these links, you will NOT benefit from rights applying to packages under Directive (EU) 2015/2302. Therefore, our company/XY will not be responsible for the proper performance of those additional travel services. In case of problems, please contact the relevant service provider. However, if you book additional travel services via this link/these links not later than 24 hours after receiving the confirmation of the booking from our company/XY, those travel services will become part of a linked travel arrangement. In that case XY has, as required by EU law, protection in place to refund your payments to XY for services not performed because of XY's insolvency, and, where necessary, for your repatriation. Please note that this does not provide a refund in the event of the insolvency of the relevant service provider. More information on insolvency protection (to be provided in the form of a hyperlink)

Following the hyperlink the traveller will receive the following information:

XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company). Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if the services are denied because of XY's insolvency. Note: This insolvency protection does not cover contracts with parties other than XY, which can be performed despite XY's insolvency.

[The organiser or trader must provide a hyperlink to national law transposing Directive (EU) No. 2015/2302]

Part E

**Standard information form where the trader facilitating an online linked travel arrangement within the meaning of paragraph (b) of the definition of linked travel arrangement in section 2(1) is a trader other than a carrier selling a return ticket**

If you book additional travel services for your trip or holiday via this link/these links, you will NOT benefit from rights applying to packages under Directive (EU) 2015/2302. Therefore, our company/XY will not be responsible for the proper performance of those additional travel services. In case of problems please contact the relevant service provider. However, if you book additional travel services via this link/these links not later than 24 hours after receiving the confirmation of the booking from our company/XY, those travel services will become part of a linked travel arrangement. In that case XY has, as required by EU law, protection in place to refund your payments to XY for services not performed because of XY's insolvency. Please note that this does not provide a refund in the event of the insolvency of the relevant service provider. More information on insolvency protection (to be provided in the form of a hyperlink)

Following the hyperlink the traveller will receive the following information:

XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company). Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if the services are denied because of XY's insolvency. Note: This insolvency protection does not cover contracts with parties other than XY, which can be performed despite XY's insolvency.

[The organiser or trader must provide a hyperlink to national law transposing Directive (EU) No. 2015/2302]

Schedule 3

PACKAGE HOLIDAYS AND TRAVEL TRADE ACT 1995 ("The Act")  
*Terms of Security to be Secured by an Organiser or Trader with an Insurance  
Undertaking*

I/We (name of Insurance Undertaking)

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hereafter referred to as the Surety, having our registered office at

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at the behest of

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of

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(being an organiser, or a trader facilitating linked travel arrangements, under the Act) hereby undertake and acknowledge that I/we are bound to pay to the Commission for Aviation Regulation such sum as the Commission may demand, but not exceeding

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(euro)

to be applied in accordance with section 22 or 22A of the Act, as appropriate, for the purposes set out in those sections.

This security shall come into effect on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and shall cease to have effect after the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and shall be available to the Commission for Aviation Regulation in respect of a package or a linked travel arrangement, as the case may be, regardless of when the package travel contract or linked travel arrangement, was made with the traveller, PROVIDED THAT the Commission shall make any demand under this security not later than 6 months following the expiry date of this security.

Notwithstanding the generality of the foregoing, where this security is replaced by a new security arranged by the organiser or trader facilitating linked travel arrangements, as the case may be, in accordance with section 22 or 22A of the Act, and which complies with section 24 of the Act, the liability of the Surety under this security shall cease on the commencement of such new security.

IT IS AGREED that this money shall become payable upon demand in writing from the Commission for Aviation Regulation in one or more of the following events —

- (a) a petition is granted by a court for the compulsory winding up of the business of the organiser or trader;
- (b) the organiser or trader by reason of being unable to fulfil its financial obligations, seeks a voluntary winding up of the business or has convened a meeting of the creditors of the organiser or trader, for the purpose of considering a settlement of the liabilities of the organiser or trader to its creditors;
- (c) a receiver is appointed over the assets of the organiser or trader;
- (d) the organiser or trader has failed to discharge its debts or is unable to discharge those debts or has ceased to carry on business by reason of the inability to discharge those debts;
- (e) the organiser or trader has committed an act of bankruptcy;
- (f) the Commission for Aviation Regulation has reasonable grounds for believing that, having regard to all the circumstances, the organiser or trader is unable to, or has failed to, carry out the obligations under the Act owed by it to travellers in respect of package travel contracts or linked travel arrangements to which the Act applies.

IT IS FURTHER AGREED that, in circumstances outlined at paragraph (f), the Commission for Aviation Regulation will, before calling for payment under the security, notify the organiser or trader facilitating linked travel arrangements in writing by delivering the notice to the organiser or trader's principal place of business or registered office in the State, of its proposal to call the security and

the reasons for such proposal and shall afford the organiser or trader concerned all reasonable opportunity to make representations to the Commission.

IT IS A CONDITION of this security that the Commission for Aviation Regulation will repay to the Surety such part of the sum advanced as shall not be expended for the benefit of the travellers of the organiser or trader facilitating linked travel arrangements or to defray the reasonable expenses incurred by the Commission under section 24(2) of the Act.

Monies payable under this security shall be applied for all or any of the following purposes—

In respect of an organiser:

- For the refund of travellers in the circumstances referred to in section 22 of the Act.

In respect of a trader facilitating a linked travel arrangement:

- For the refund of travellers in the circumstances referred to in section 22A of the Act.

Without prejudice to any existing right of a traveller to recover compensation under the Act, nothing in this instrument shall be construed as enabling such traveller to recover any such compensation out of any sum of money made available under this security.

Signed FOR AND ON BEHALF OF

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

## Schedule 4

## PACKAGE HOLIDAY AND TRAVEL TRADE ACT 1995 ("the Act")

*Terms of Security to be Provided by an Organiser or Trader and Guaranteed  
by a Bank*Part I(To be completed by the organiser or trader)

I/We

of

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(being an organiser, or a trader facilitating linked travel arrangements, under the Act), hereby undertake and acknowledge that I/we are bound to pay to the Commission for Aviation Regulation such sum as the Commission may demand, but not exceeding

€

\_\_\_\_\_

\_\_\_\_\_

(euro)

to be applied in accordance with section 22 or 22A of the Act, as appropriate, for the purposes set out in those sections.

This security shall come into effect on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and shall cease to have effect after the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and shall be available to the Commission for Aviation Regulation in respect of a package or a linked travel arrangement, as the case may be, regardless of when the package travel contract or linked travel arrangement, was made with the traveller, PROVIDED THAT the Commission shall make any demand under this security not later than 6 months following the expiry date of this security.

Notwithstanding the generality of the foregoing, where this security is replaced by a new security arranged by me/us in accordance with section 22 or 22A of the Act, as appropriate, and which complies with section 24 of the Act, my/our liability under this security shall cease on the commencement of such new security.

IT IS AGREED that this money shall become payable upon demand in writing from the Commission for Aviation Regulation in one or more of the following events —

- (a) a petition is granted by a court for the compulsory winding up of the business of the organiser or trader;
- (b) the organiser or trader by reason of being unable to fulfil its financial obligations, seeks a voluntary winding up of the business or has convened a meeting of the creditors of the organiser or trader, for the purpose of considering a settlement of the liabilities of the organiser or trader to its creditors;
- (c) a receiver is appointed over the assets of the organiser or trader;
- (d) the organiser or trader has failed to discharge its debts or is unable to discharge those debts or has ceased to carry on business by reason of the inability to discharge those debts;
- (e) the organiser or trader has committed an act of bankruptcy;
- (f) the Commission for Aviation Regulation has reasonable grounds for believing that, having regard to all the circumstances, the organiser or trader is unable to, or has failed to, carry out the obligations under the Act owed by it to travellers in respect of package travel contracts or linked travel arrangements to which the Act applies.

Monies payable under this security shall be applied for all or any of the following purposes—

In respect of an organiser:

- For the refund of travellers in the circumstances referred to in section 22 of the Act.

In respect of a trader facilitating a linked travel arrangement:

- For the refund of travellers in the circumstances referred to in section 22A of the Act.

Without prejudice to any existing right of a traveller to recover compensation under the Act, nothing in this instrument shall be construed as enabling such traveller to recover any such compensation out of any sum of money made available under this security.

Signed FOR AND ON BEHALF OF

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this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Part II

Guaranteed by Bank

(Holder of a licence or an authorisation to carry on banking business under the Central Bank Act 1971)

We \_\_\_\_\_ (name of Bank),

having our registered office at:

\_\_\_\_\_  
\_\_\_\_\_

hereafter referred to as "the Guarantor", hereby guarantee the due payment of the sum specified in Part I above i.e.

€

\_\_\_\_\_  
\_\_\_\_\_

(euro)

upon demand in writing from the Commission for Aviation Regulation.

IT IS A CONDITION of this Guarantee that the Commission for Aviation Regulation will repay to us as the Guarantor such part of the sum paid by us to the Commission as shall not be expended in accordance with Part I above or to defray the reasonable expenses incurred by the Commission under section 24(2) of the Act.

IT IS AGREED THAT in circumstances outlined in paragraph (f) of Part I above, the Commission for Aviation Regulation will, before calling on the Guarantor for payment under the security, notify the organiser or trader facilitating linked travel arrangements in writing by delivering the notice to the organiser or trader's principal place of business or registered office in the State, of its proposal to apply the security and the reasons for such proposal and shall afford the organiser or trader all reasonable opportunity to make representations to the Commission.

This security shall come into effect on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and shall cease to have effect after the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and shall be available to the Commission for Aviation Regulation in respect of a package or a linked travel arrangement, as the case may be, regardless of when the package travel contract or linked travel arrangement, was made with the traveller, PROVIDED THAT the Commission shall make any demand on us not later than 6 months following the expiry date of this security.

Notwithstanding the generality of the foregoing, where this security is replaced by a new security arranged by the organiser or trader facilitating linked travel arrangements, as the case may be, in accordance with section 22 or 22A of the Act, and which complies with section 24 of the Act, our liability under this guarantee shall cease on the commencement of such new security.

Signed FOR AND ON BEHALF OF

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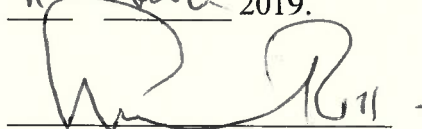
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this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

GIVEN under my Official Seal,

12 March 2019.



A handwritten signature in black ink, appearing to be 'W. R. ...', written over a horizontal line.

Minister for Transport, Tourism  
and Sport

## Explanatory Note

*(This note is not part of the instrument and does not purport to be legal interpretation)*

These Regulations transpose into domestic law the provisions of Directive (EU) 2015/2302 of the European Parliament and of the Council of 25 November 2015 on package travel and linked travel arrangements (the “Package Travel Directive” or “PTD”), amending Regulation (EC) No 2006/2004 and Directive 2011/83/EU of the European Parliament and of the Council and repealing Council Directive 90/314/EEC (Package Holidays and Travel Trade Act, 1995).

The objective of the PTD is to update obligations for traders to ensure rights for travellers in relation to package travel and introduces new requirements for traders facilitating linked travel arrangements. These regulations transpose the Directive and provide for a number of amendments to the Package Holidays and Travel Trade Act 1995. It also makes a number of consequential amendments to other pieces of legislation, including the Transport (Tour Operators and Travel Agents) Act 1982 and the Aviation Regulation Act 2001.



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