



STATUTORY INSTRUMENTS.

S.I. No. 105 of 2019



EUROPEAN UNION (PACKAGE TRAVEL AND LINKED TRAVEL
ARRANGEMENTS) (NO. 2) REGULATIONS 2019

S.I. No. 105 of 2019

European Union (Package Travel and Linked Travel Arrangements) (No. 2)
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 further 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 arrangements¹, hereby make the following regulations:

Citation

1. These Regulations may be cited as the European Union (Package Travel and Linked Travel Arrangements) (No. 2) Regulations 2019.

2. The European Union (Package Travel and Linked Travel Arrangements) Regulations 2019 (S.I. No. 80 of 2019) are amended by the deletion of Schedules 1, 2, 3 and 4.

3. The Package Holidays and Travel Trade Act 1995 (No. 17 of 1995) is amended -

(a) by the substitution of the following Schedule for Schedule 1:

“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 the Package Holidays and Travel Trade Act 1995. 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 the Package Holidays and Travel Trade Act 1995 shall be provided in the form of a hyperlink.

¹ OJ No. L 326, 11.12.2015, p. 1

Following the hyperlink the traveller will receive the following information:

Key rights under the Package Holidays and Travel Trade Act 1995

— 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 the Package Holidays and Travel Trade Act 1995.

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 the Package Holidays and Travel Trade Act 1995. 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 the Package Holidays and Travel Trade Act 1995

- 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 the Package Holidays and Travel Trade Act 1995 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 the Package Holidays and Travel Trade Act 1995. 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 the Package Holidays and Travel Trade Act 1995 shall be provided in the form of a hyperlink.

Following the hyperlink the traveller will receive the following information:

Key rights under the Package Holidays and Travel Trade Act 1995

— 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 the Package Holidays and Travel Trade Act 1995.”,

and

(b) by the insertion of the following Schedules after Schedule 1:

“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 the Package Holidays and Travel Trade Act 1995. 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 the Package Holidays and Travel Trade Act 1995, 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 shall 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 the Package Holidays and Travel Trade Act 1995.

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 the Package Holidays and Travel Trade Act 1995. 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 the Package Holidays and Travel Trade Act 1995, 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 shall 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 the Package Holidays and Travel Trade Act 1995.

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 the Package Holidays and Travel Trade Act 1995. 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 the Package Holidays and Travel Trade Act 1995, 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 the Package Holidays and Travel Trade Act 1995 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 the Package Holidays and Travel Trade Act 1995. 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 the Package Holidays and Travel Trade Act 1995, 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 shall 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 the Package Holidays and Travel Trade Act 1995.

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 the Package Holidays and Travel Trade Act 1995. 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 the Package Holidays and Travel Trade Act 1995, 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 shall 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 the Package Holidays and Travel Trade Act 1995.

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)

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

at the behest of

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 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

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

this _____ day of _____ 20____.”.



GIVEN under my Official Seal,
Dated this 26th day of March, 2019.

SHANE ROSS,
Minister for Transport, Tourism and Sport.

BAILE ÁTHA CLIATH
ARNA FHOILSIÚ AG OIFIG AN tSOLÁTHAIR
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