

## KEY RIGHTS UNDER PACKAGE TRAVEL AND LINKED TRAVEL ARRANGEMENTS REGULATIONS 2018

The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018.

Therefore, you will benefit from all EU rights applying to packages. The company that has organised your package will be fully responsible for the proper performance of the package as a whole.

Additionally, as required by law, that company 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.

- 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 number or details of a contact point where they can get in touch with the organiser or 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 no later than 20 days before the start of the package. If the price exceeds 8% 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 this problem.
- Travellers are also entitled to a price reduction or compensation for damages or both 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 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. The

organiser of your package has taken out insolvency protection as stated in the organiser's booking conditions. Travellers may contact the provider of that insolvency protection or the relevant authority if services are denied because of the package organiser's insolvency. For contact details and further information please refer to the organiser's booking conditions.

Where Holmes Travel Limited is the package organiser, insolvency protection has been taken out with:

For flight-based holidays: The Air Travel Organisers Licensing (ATOL) scheme Civil Aviation Authority, Gatwick Airport South, West Sussex RH6 0YR, Tel: 0333 103 6350, email [claims@caa.co.uk](mailto:claims@caa.co.uk)

For package holidays that do not include a flight: ABTA, the Travel Association. You can contact ABTA at 30 Park Street, London SE1 9EQ, [consumerprotection@abta.co.uk](mailto:consumerprotection@abta.co.uk); Tel: 0203 758 8779 [www.abta.co.uk](http://www.abta.co.uk)

if services are denied because of Holmes Travel Limited insolvency.

- Website address or hyperlink to website where the Package Travel and Linked Travel Arrangements Regulations 2018 can be found – <https://www.legislation.gov.uk/uksi/2018/634/contents/made>