

[INSERT TRAVEL COMPANY'S NAME AND ADDRESS]

[INSERT YOUR NAME AND ADDRESS]

Date:

Dear [INSERT NAME]

My Travel Contract & COVID19

[For Package Holidays including Cruises*]: I am writing to you about the booking I made with you, for a holiday to [INSERT NAME OF THE HOTEL(S) OR NAME OF THE CRUISE SHIP] starting on [INSERT DATE] to [INSERT DATE]. We are due to fly from [INSERT THE NAME OF THE AIRPORT] travelling to [INSERT NAME OF THE DESTINATION AIRPORT]. We have booked transport to take us from [INSERT NAME OF THE DESTINATION AIRPORT] to the [INSERT NAME OF THE HOTEL(S) OR NAME OF THE CRUISE SHIP]. Our travel arrangements include transport back to the Airport and then on a flight back to the UK. The total cost of the holiday is [INSERT HOLIDAY £ COST]. We paid one price at the time of booking in our contract with you. We have received an ATOL Financial Protection scheme certificate. Our booking reference is [INSERT THE BOOKING REFERENCE NUMBER]].

[For Coach Package Holidays*]: I am writing to you about the booking I made with you for a holiday to [INSERT NAME OF THE HOTEL(S)] starting on [INSERT DATE] to [INSERT DATE]. We are due to be picked up from [INSERT THE NAME OF THE PICK-UP POINT] which was then going to transport us to the [INSERT NAME OF THE HOTEL(S)]. Our travel arrangements include transport back to our original pick-up point. The total cost of the holiday is [INSERT HOLIDAY £ COST]. Our booking reference is [INSERT THE BOOKING REFERENCE NUMBER]].

As I have several elements booked with you, paying one price under the conditions laid out in the Package Travel and Linked Travel Arrangements 2018, my travel booking with you is classed as a Package Holiday and therefore I shall be relying on the Rights contained within those Regulations.

I paid the deposit for this holiday on [INSERT DATE] which you have acknowledged.

Further, I paid the full balance for this holiday on [INSERT DATE] for which you have confirmed receipt.

I have read your terms and conditions and note that you have referenced the Package Travel & Linked Travel Arrangements 2018 or you are making references within, that mirror those Rights.

Issues of Travel & COVID19

The presence of COVID19 is not only unfortunate, but as we have all experienced, disruptive to all of our planning and business operations.

To that end, it is important to note the advices given out by the UK Government on restriction of Travel whether it is outside of the UK or within the UK.

For travel outside the UK, the government is currently stating that they are advising all UK Citizens against ALL but essential travel, for an indefinite period (<https://www.gov.uk/foreign-travel-advice>).

All Rights Reserved © 2020 Frank Brehany. Permission is only given for use by UK holidaymakers/consumers for use in their complaint(s) against a Travel Company or a Holiday Rental Provider. Permission is not given for use either in whole or in part or in any presentation or commentary in whatever form by any individual or company outside the individual holidaymaker/consumer category unless express written permission has been obtained from Frank Brehany which will detail permission and how such use is licensed.

From a domestic perspective, the UK government has imposed a severe lockdown on all movements and travel.

Many countries have also imposed severe lockdown measures.

The International Air Transport Association (IATA) has set out very clearly the range of restrictions, including self-quarantine measures, across many countries (<https://www.iatatravelcentre.com/international-travel-document-news/1580226297.htm>)

The United Nations World Tourism Organisation (UNWTO) has set out very clearly their expectations on how the return to normal travel/holiday operations will develop post-COVID (<https://www.unwto.org/news/covid-19-international-tourist-numbers-could-fall-60-80-in-2020>)

It is also clear that whilst some tour operators are preparing destination hotels to take guests again, they are failing to prepare their customers for the:

- Inevitable additional travel restrictions;
- COVID Health Certification entry requirements;
- Limited access to resort facilities;
- Continued Social Distancing;
- Limited Hotel operations;
- The inability to widely visit the intended destination.

No Consumer at the time of booking a holiday pre-COVID could ever contemplate such limitations which are clearly significant.

All these factors demonstrate the intervening event that is COVID. Such interventions severely affect the viability and operation of my holiday contract booking and is not the fault of any party.

The operation of my Contract and monies paid to you:

Given the unusual circumstances attached to the COVID19 crisis, along with the fact that it will be impossible for my holiday contract to be delivered, I consider that until this matter is resolved between us, you are holding any monies given to you by me, on Trust, until either we resolve this matter or the product or service is delivered.

The contract must be delivered without any limitations imposed as a result of the crisis. If you seek to impose any limitations, I cannot accept such limitations, as they were not within our contemplation at the time I made this contract with you.

Such limitations could include changes of times or duration, the inability to freely travel within my chosen destination or changes in costs or location; this list is not intended to be exhaustive.

Given the circumstances it is clear that this contract cannot be delivered as booked.

Therefore, I am calling upon you to recognise that ‘unavoidable & extraordinary circumstances’ have arisen, as defined at Preamble 31 of the Package Travel Directive, which I have summarised below. There is ample country-by-country and industry-by-industry evidence to show that these circumstances exist and will continue to exist through the summer of 2020, if not beyond! As this is the situation, I call on you to recognise **my right to cancel, your right to cancel** and the **obligation to repay monies** from a cancelled holiday under **Regulations 12, 13 & 14 of the Package Travel & Linked Travel Regulations 2018 respectively**.

Please advise that you agree with the reality that faces us and that cancelling this holiday is appropriate.

Potential Refund & Recognition of my Rights:

For the reasons stated above, we must take a realistic view on the operation of this contract.

Given the limitations on Travel at this time and for the foreseeable future, which prevents my booking from either taking place or being substantially limited, we should now explore the continuance of this contract and the refund that will follow in the event of a cancellation.

As I have already set out, the Package Travel Regulations set out a very clear timetable of when monies should be repaid, that being 14 days from any cancellation.

As you consider this, I would advise you that in the event of any cancellation, I am prepared to extend that period for any refund by 45 days from the date of any cancellation. This recognises any difficulties posed to you by COVID19 and allows for you to seek and obtain support funding for your business operations.

With regards to my Rights contained within the Package Travel & Linked Travel Arrangements 2018, I specifically call your attention to the Regulations 12 & 13. You have sold a Package Holiday which as you will know is covered by those Regulations (<https://www.legislation.gov.uk/ukdsi/2018/9780111168479/regulation/13>).

I would in particular point you to Regulation 13 (2) (b) & 13 (3) which sets out your obligations should ‘unavoidable & extraordinary circumstances’ arise; I think you will agree, such circumstances exist across many countries. I would also ask you to note my extensive rights contained with Regulation 12 (7) & (8) to cancel the holiday under the same circumstances without penalty.

It may be useful at this stage to point out what constitutes ‘unavoidable and extraordinary circumstances’. In making these observations, I refer to the Package Travel Directive (<https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32015L2302&from=EN>) and particular Preamble 31 which states:

"Travellers should also be able to terminate the package travel contract at any time before the start of the package in return for payment of an appropriate and justifiable termination fee, taking into account expected cost savings and income from alternative deployment of the travel services. They should also have the right to terminate the package travel contract without paying any termination fee where unavoidable and extraordinary circumstances will significantly affect the performance of the package. This may cover for example warfare, other serious security problems such as terrorism, significant risks to human health such as the outbreak of a serious disease at the travel destination, or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the destination as agreed in the package travel contract" (my emphasis)

As you will see, substantial Rights exist, particularly in the circumstances that currently exist and are likely to exist, as lockdowns ease gradually, but you will accept that they will come attached with equally onerous limitations that will affect the original intent of the holiday booked.

Credit Refund Notes (CRNs):

If you decide, or I subsequently decide to cancel the holiday, according to the rights I have detailed above, and if you intend to offer me a CRN, I will consider this offer, during the current COVID19 circumstances, under the following conditions:

1. The CRN must recognise the validity and applicability of all of the rights under the Package Travel Regulations in my holiday contract and that your company is holding monies I have paid for that contract, on Trust;
2. The CRN must recognise that I have a right to refund in the current COVID19 circumstances, under Regulation's 12, 13 & 14 of the Package Travel Regulations;
3. The CRN should only initially be valid for 12 months, but subject to advices from different governments or trans-national bodies, it can be extended in writing, with all the existing conditions and the conditions I have stated from 1 to 9, by mutual agreement in writing for a further defined period;
4. If the CRN is extended, but new conditions are added to which the Consumer does not agree, then the Consumer is entitled to a full refund as set out in the Package Travel Regulations;
5. The CRN must confirm that the monies that your company is holding on my behalf are financially protected (with verifiable details), if not, then the CRN cannot be offered, and the full rights to a refund must be given;
6. The CRN must state that I can demand the return of my monies at any time from 45 days from the date you offer the CRN up to the end-date of the validity of the CRN;
7. In the event that the CRN is lost, damaged or destroyed, you will cause for the reissue of a new identifiable CRN;
8. You the issuer of the CRN, must inform me of any material changes to any financial protection cover, your operations or inability to perform any of your operations;
9. Any request for a refund from 45 days from the date the CRN is offered up to the end-date of the validity of the CRN must comply with Regulation 14 (3) of the Package Travel Regulations 2018;
10. It should state the CRN's purpose is not defeated by the company's terms & conditions, either now or in the future, and that the CRN's issue is a variation of those terms & conditions, agreed at the time the contract was made. In any event, neither override or defeat the Rights contained within the Package Travel Regulations or my Rights contained within Contract;
11. You should confirm your agreement to these conditions and I will then either confirm my acceptance of a CRN you may offer for the full price of the holiday I have paid to you, or, my rejection of your offer of a CRN. For clarity, any acceptance given by me is not an indication or acceptance of any waiver of my Rights either under the Package Travel Regulations or in Contract. If I reject the offer of a CRN, then my refund should be paid within 45 days of the date of any cancellation of my holiday.

Conclusion:

I look forward to receiving indications of your intentions regarding my holiday booking and the issues I have raised.

Yours Sincerely,