

[INSERT TRAVEL COMPANY'S NAME AND ADDRESS]	[INSERT YOUR NAME AND ADDRESS]
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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>).

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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 pre-COVID holiday 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 you have decided to cancel our holiday and have provided a Credit Refund Note (CRN) which dictates when I should expect to receive my refund. If I were to agree to this, this would mean that I would not receive my money for another [INSERT THE NUMBER OF DAYS] days; **this is not nor could it be construed as reasonable.**

Formal request for refund & recognition of my Rights:

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, I am making this formal request for the return of of all monies paid without any penalties being applied.

I would be grateful if you could refund these monies to me in accordance with the Travel Package & Linked Travel Arrangements 2018.

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If you are unable to comply with that 14 day timetable set in law, then I am prepared to extend that period for my refund by another 28 days from the date of this letter.

This is a compromise being offered by me and recognises the period that has already passed since you cancelled the holiday and provided me with a CRN. It also recognises the difficulties that COVID19 has placed on you but also allows for your company to seek support funding to aid your operations.

For account security reasons, I would be grateful if you could contact me on [INSERT YOUR TELEPHONE NUMBER] when we can discuss how you can pay directly to my account or through the credit card I used.

The Package Travel Regulations:

I think it is important if I set out my knowledge of the Rights I hold.

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 global circumstances exist. 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.

Conclusion:

I look forward to a swift resolution to this matter and prompt return of my monies according to law.

Yours Sincerely,