

Competition & Markets Authority
The Cabot
25 Cabot Square
London
E14 4QZ

[INSERT YOUR NAME AND ADDRESS]

Date:

Dear Sirs

Holiday Booking - Substantial delay in Refund, contrary to Statutory Rights

I am making a complaint against [INSERT YOUR TRAVEL COMPANY NAME]. On [INSERT DATE], I purchased a holiday and paid [£ INSERT COST] and received confirmation that my holiday was booked to [INSERT LOCATION].

As a result of COVID19, it is clearly not possible for this holiday to be taken and as a result, [INSERT TRAVEL COMPANY NAME], has cancelled the holiday. As a result of this cancellation & correspondence that followed, I have now been offered a Credit Refund Note (CRN) which advises me that I have to wait [INSERT NUMBER OF DAYS] days before I receive my refund. I do not think that is reasonable particularly when I have regard to my Consumer Rights.

[DELETE THIS PARA IF NOT APPROPRIATE TO YOU]. The holiday I booked was a Package Holiday and therefore protected by The Package Travel and Linked Travel Arrangements Regulations 2018. Sections 12, 13 & 14, clearly set out my rights along with Preamble 31 of the Package Travel Directive which sets out the conditions when holidays may be cancelled in 'unavoidable & extraordinary circumstances'. Amongst those circumstances, "significant risks to human health such as the outbreak of a serious disease at the travel destination" is described. 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. The Regulations specifically state that I should receive a refund within 14 days and note that stated within the CRN.

[DELETE IF THIS PARA IS NOT APPROPRIATE TO YOU]. The holiday I booked was a component holiday and therefore not covered by specific holiday consumer legislation. However, within contract I believe that the principles of Frustration of Contract and Impossibility of Contract apply to this situation and that means in the absence of any valid 'force majeure' clause, these provisions allow for the parties to be restored to their original position. This means that I should receive my refund within a reasonable time period and not as stated within the CRN.

I attach copies of my letters & e mails, social media posts, along with the responses I have received to date.

I have noted within your guidance through this period (<https://www.gov.uk/government/publications/cma-to-investigate-concerns-about-cancellation-policies-during-the-coronavirus-covid-19-pandemic/the-coronavirus-covid-19-pandemic-consumer-contracts-cancellation-and-refunds>) that you state:

"The CMA accepts that, in the circumstances, it may take businesses longer than normal to process refunds. The timeframes for providing refunds should be made clear to consumers and refunds should still be given within a reasonable time (and, where there are statutory deadlines for payment – like those which apply to package holidays – businesses should take those into account)".

I think you will also accept that most Consumers, and I also agree, have some sympathy with Travel Companies.

However, they and perhaps the government have failed to apply due diligence to this problem to develop a workable solution to all. It is as if they are assuming that the monies for an undelivered product is theirs, if you like, they are laying claim to the Consumer purse. Their actions have severely dented my confidence in the Travel Product and I dare say many other Consumers feel the same, along with being disappointed that Consumer Rights appear to have been unilaterally dispensed with.

I think that it is important to acknowledge that apart from the Rights I have already referred to, the following Rights may also be applicable:

1. Consumer Rights Act 2015 (Chapter 4, Chapter 5 - Part 2) - (<http://www.legislation.gov.uk/ukpga/2015/15/contents/enacted>);
2. The Consumer Protection from Unfair Trading Regulations 2008 - (Misleading Actions - Aggressive Commercial Practice) - (<http://www.legislation.gov.uk/uksi/2008/1277/contents/made>).

Given the difficulties I am experiencing (and no doubt many others), I have also referred to your 'Enforcement Guide' (<http://www.legislation.gov.uk/uksi/2008/1277/contents/made>). I have noted your commentary under 'Consumer Enforcement Powers'. I have noted the role of the 'Consumer Protection Partnership' (particularly the CAB, NTSB, BEIS (noting the Consumer Minister is currently Paul Scully MP and of course yourselves, the CMA). I have noted how you should secure cooperation to protect the Consumer. I have noted how you carry out your role as 'enforcer' and in particular your responsibility to:

"to apply to the court for an enforcement order, or to accept an undertaking, to stop a business from breaching any legislation or rule of law listed under the EA02 where the breach harms the collective interest of Consumers"

(Part 8 EA02 - <http://www.legislation.gov.uk/ukpga/2002/40/section/211>)

In my opinion, from the many views I have seen, there appears to be a cartel-like agreement between Industry participants to define what is a 'reasonable period'; this cannot be held to be fair or reasonable to Consumers.

In the circumstances, I would be grateful if you could investigate my claims along with others you may have received.

Please note that I have also copied in my local CAB for their attention.

I look forward to hearing from you.

Yours Sincerely