

PACKAGE HOLIDAYS 1:

[NOTE TO CONSUMERS:

- **If you have already sent your letter, and have received a response, you can use this “Package Holidays 1” commentary in response to your Travel Company;**
- **If your holiday has been cancelled and they have offered you a CRN and you have yet to send your letter, attach this as an “Annex” and make reference to that attachment;**
- **If your holiday is at risk of being cancelled and you are using Letter 1, attach this as an “Annex” and make reference to that attachment;**
- **By using this document it demonstrates your attempt to mitigate your position, your knowledge of the commentary and your ability to see through the arguments that may be presented to you - this comes down to what is “reasonable” in the circumstances;**
- **Please remove my © Copyright Notice before sending;**
- **MAKE SURE YOU DELETE THIS NOTE BEFORE SENDING]**

I have noted The European Commission’s ‘**Information on the Package Travel Directive in connection with the COVID-19’ (19/3/20)**. It is important to also note that this document is only a guidance document and is not legally binding (https://ec.europa.eu/info/sites/info/files/coronavirus_info_ptd_19.3.2020.pdf).

With regards to this document, it sets out how ‘**unavoidable & extraordinary circumstances**’ can arise. Importantly it recites Preamble 31 of the Package Travel Directive in its summary:

“Significant risks to human health, such as the outbreak of a serious disease like the COVID-19 at the travel destination or its immediate vicinity usually qualify as such unavoidable and extraordinary circumstances”

They go on to say:

“Having regard to the current uncertainty to make travel plans, that could be done by means of a credit note (so-called “voucher”). However, the traveller should have the possibility to ask for a full refund if, eventually, he or she does not make use of the voucher”.

I do not accept that I should have the “possibility” to ask for my money back; this suggestion by the European Commission is erroneous and is contradictory, given that they also refer to my Rights in Law.

I have noted the **European Commission’s Recommendation dated 13/5/20** (https://ec.europa.eu/info/sites/info/files/recommendation_vouchers_en.pdf).

The recommendation states that:

“Under the Union Legislation, reimbursements can be made in money or in the form of a voucher”.

They then reference Article 13 (3) & (4) of Directive (EU) 2015/2302 - Package Travel Directive.

For the sake of clarity, Article 12 (3) & (4) only refers to how you are able to cancel a holiday if ‘**unavoidable & extraordinary circumstances**’ occur and that my refund must be paid without ‘**undue delay**’ and in any event within 14 days of the date my holiday is or will be cancelled.

In the recommendation, it further states that:

“the organiser may offer the traveller reimbursement in the form of a voucher. However, this possibility does not deprive the travellers of their right to reimbursement in money”.

This implies that this is a choice that can be made by you, but that I also have the choice to accept or reject the offer of a CRN.

The Commission is simply suggesting that CRN's could be deployed if the Consumer agrees to accept a CRN; I was never given the 'choice' to accept a CRN or refuse.

Equally, the document acknowledges the difficulties for Industry and the measures that countries can deploy to help the sector; it also acknowledges the financial impact of the crisis upon 'passengers and travellers'.

Therefore, in this recommendation, the Commission recommends that reference should be made to Article 12 (3) & (4) and lays out how CRN's can operate:

“subject to the passenger's or travellers's voluntary acceptance”.

In my case, it cannot be said that I was offered a choice nor was I ever in a position where I was able to accept your CRN voluntarily.

Further, the recommendation sets out a period of 12 months for the validity of the CRN. At point 4 in their document, it states:

“Carriers and organisers could consider making vouchers refundable at a point in time earlier than 12 months after the issuance of the voucher concerned if the passenger or traveller so requests”

I believe the Commission recommendation is in error and is contradictory (noting the Commission's strong reference to legal rights), because it is not for you to 'consider' any request I make for my money back, the law requires you to return my money.

Further, the recommendation fails to set out a 'reasonable' period for the return of my money, as a result, you will have already noted that I am seeking to compromise this situation by setting out a reasonable period for the return of my money.

This compromise fills the gap in this Recommendation and any failure by you to acknowledge and respond constructively, will lead to complaints being submitted to the Authorities, including the European Commission.