

Package holiday or DIY, are you protected?

Travellers who book holidays online from the end of 2017 will be better protected, as new package holiday rules have been approved but some travel experts say the changes don't go far enough.

There are already rules in place to protect travellers who buy traditional package holidays, such as flights and accommodation at an all-inclusive price. But with the explosion of online sites allowing people to customise their own packages, it was felt the 'EU Package Travel Directive', which came into force in 1992, needed to be amended and modernised "for the digital age".

In particular, the rights and protection available to those booking 'DIY' holidays – where flights and accommodation are booked separately – needed to be clarified as the law remains largely grey in this area. The Package Travel, Package Holidays and Package Tours Regulations 1992 mean that, if you have booked a 'package holiday' your tour operator can be pursued, under UK jurisdiction, if you are injured on holiday as a result of a failing of part of that package. This means the claim is pursued through the UK Courts, and UK Limitation periods apply. This is a clear advantage to Claimants as they will not need to find and deal with foreign lawyers or liaise with large specialist firms.

The tour operator is judged against local standards rather than the standards of health and safety we expect here, but the amount of compensation awarded follows in line with accidents that happen in the UK and are pursued in the UK.

A claim is a 'Package Holiday' in line with the Package Travel Regulations if it has a combination of at least 2 of the following:-

- Transport
- Accommodation
- Other tourist services not ancillary to transport or accommodation and accounting for a significant proportion of the package

The combination of components must be pre-arranged and the combination must be sold or offered for sale at an inclusive price. So if accommodation only is booked, and then tours or transport are booked separately either at a later date, or at resort, the holiday will not be covered by the regulations.



Finally, the service must cover a period of more than 24 hours or include overnight accommodation.

If, for example, accommodation and flights are supplied by 2 different suppliers, but they are put together ('packaged') and supplied to the consumer by the same party then the holiday will still fall under the package travel regulations.

Sally O'Brien, UnionLine Head of Personal Injury said; *"The danger is where, at booking, you enter into separate contracts with the individual or different suppliers for each component of your holiday, rather than with the agent you are booking with. Phrases to be alert to which may indicate a booking is not covered by the package travel regs are 'tailor-made holiday', 'flight plus hotel deal' and 'dynamic packaging'.*

If you are in any doubt please contact our advice line and we'd be happy to discuss any potential problem you might have – **0300 333 0303**



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Uber faces legal threat over London licence

GMB will seek judicial review if Transport for London (TfL) does not guarantee more rights for drivers.

Uber has come under pressure after the GMB threatened legal action if the capital's transport authority renews Uber's licence without assuring more rights for drivers.

In a letter sent in May, the GMB warns Transport for London that if it fails to impose conditions which guarantee income for Uber drivers while limiting their number in the city and the hours they can work would "breach the relevant standards of reasonableness and would accordingly be unlawful".

Uber's current model requires drivers to work unwarranted hours "to the detriment

of the health and safety of Uber drivers in London and of other road users".

The dispute over the terms of Uber's licence is due to be settled via arbitration, and the GMB said if this route was chosen the company's licence should be renewed for only a six-month period in order to allow the matter to be resolved. The term of Uber's current licence is five years and the new one is expected to be of a similar length.

Warren Kenny, GMB Regional Secretary London Region said:

"GMB stand at the forefront of ensuring a fair balance between the respective rights of employers and workers in the logistics and private hire transport sector."

"We want to remind TFL of their obligations to all London transport users and not just to powerful lobbyists at Uber, and hope they will decide to impose the reasonable conditions we have requested to Ubers licence."

What are the employment law implications of a hot summer?

The old adage states "if you can't stand the heat ... get out of the kitchen". Those would seem wise words for those working in the catering industry but what employment rights do employees have in a period of hot weather?

In the UK there is no maximum temperature that a workplace is allowed to be, advice from the Health & Safety Executive (HSE) states "during working hours, the temperature in all workplaces inside buildings shall be reasonable". What is reasonable depends on the type of work being done (manual, office, etc) and the type of workplace (kitchen, air conditioned office, etc).

What's cooler than being cool?

Employers are not legally obliged to provide air conditioning in workplaces. Instead they are expected to provide reasonable temperatures.

In that respect the steps which employers can take will vary from employer to employer but practical steps might include turning on air conditioning if it is available or using blinds or curtains to block out sunlight. However, employers must provide employees with suitable drinking water in the workplace. There is no requirement that the water is chilled.

While employers are under no obligation to relax their dress code or uniform requirements during hot weather, some may allow workers to wear more casual clothes, or allow "dress down" days. Such days allow staff to dress more temperature appropriately and can be a useful way of bolstering morale. Employers should be sympathetic to their employee's needs but equally employees need to remember that they are getting paid by their employer to work even if it is uncomfortable.

If you would like to discuss this issue, please give us a call on: 0300 333 0303



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