

## Case Details

### Case Details

National ID	link
Member State	United Kingdom
Common Name	Norfolk v My Travel Group Plc
Decision type	Other
Decision date	21/08/2003
Court	County Court
Subject	
Plaintiff	
Defendant	
Keywords	

### Directive Articles

Package Travel Directive, [Article 1](#)

### Headnote

1. The Package Holidays and Package Tours Regulations 1992 did not qualify or implicitly repeal provisions of the Athens Convention 1974.
2. The fact that the regulations flowed from a European Directive did not affect the standing of the Athens Convention.

### Facts

This case was a trial of a preliminary issue on admissibility: whether or not a personal injuries claim was time barred by art. 16 of the Athens Convention Relating to the Carriage of Passengers and their Luggage by Sea 1974 (as applied by s.183 of the Merchant Shipping Act 1995).

On September 6th 1999 the claimant's husband, Mr Norfolk, entered into a contract with the defendant for a package holiday comprised of a sea cruise and flights. On September 30th 1999, claimant was injured when she slipped on water on the floor of a lift on the vessel. On September 25th 2002, she issued a claim form against the defendant under Regulation 15 of the Package Holidays and Package Tours Regulations 1992.

Defendant claimed the case was time barred under the terms of the Athens Convention 1974. Claimant submitted that the Package Holiday Regulations 1992 effectively partially repealed the Athens Convention so that it will only apply where there is express reference to it in the contract. Held: This was a claim for damages for personal injury which was caught by Arts 14 and 16 of the Athens Convention, and therefore was time barred.

### Legal issue

### Decision

Article 16 of the Athens Convention Relating to the Carriage of Passengers and their Luggage by Sea 1974 provides for a time-bar of two years on personal injury claims. Regulation 15(3) of the Package Holiday Regulations 1992 provides, "the contract may provide for compensation to be limited in accordance with the international conventions which govern such services".

To interpret Regulation 15(3) as to have qualified and even effectively partially repealed the Athens Convention (to make exclusion provisions such as those contained in the Convention only apply where they are brought expressly to the notice of the consumer) would be to drive a coach and horses through the Athens Convention. House of Lords decision in *Sidhu v British Airways* ([1997] A.C. 430) considered, the answer is to be found in the objects and structure of the Convention. The Athens Convention was intended to impose a uniform international system, and if the drafters of the Regulations had intended to effectively partially repeal the Convention, they would have said so in clear terms.

The fact that the Regulations incorporate a European Directive does not affect the standing of the Athens Convention. *Sidhu* again considered, it is not inconsistent with the obligations of the UK to accept the time bar of the Athens Convention. There is no conflict between the Athens Convention on time barred claims and the 1992 Regulations, as the 1992 Regulations do not deal with time bars and the Convention applies without need for any express reference.

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#### **Related Cases**

No results available

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#### **Legal Literature**

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#### **Result**

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