"Excursions: Tour Operators and the Negligence of local suppliers"

by Matthew Chapman

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I. Introductory

1. People do strange things on holiday. The holiday spirit can transform the most lethargic individuals into the first volunteers for bungee jumps, camel treks or jeep safaris. Perhaps, good weather has something to do with it. On holiday the guard is down, people are ready to try out new (and often hazardous) pursuits and there will be holiday company representatives ready to sell activity trips at welcome meetings where free alcoholic drinks are offered (it's easier to contemplate the prospect of white water rafting down a rock-strewn river after two pints of Sangria – indeed, it starts to seem positively appealing).

2. The issue to be considered in this article is the extent, if any, of the tour operator's (vicarious) liability if something goes wrong during the course of the excursion. It is now quite clear that if a consumer goes on holiday to Turkey with a typical English registered tour operator company and breaks his leg slipping over on a patch of water in the Hotel toilets (the negligent result of some over enthusiastic mopping by the hotel cleaning staff) then he has a prospective cause of action in England and Wales against a legal person with money: namely, the tour operator. The combined effect of the Association of British Travel Agents ("*ABTA*") Code of Conduct,[1] the Package Travel etc. Regulations 1992[2] and the tour operator's own booking conditions[3] have shifted the focus from the instant negligence of the tour operator's hotelier supplier (in Turkey or wherever it may be) to the vicarious liability of the tour operator itself. There is no longer a need for the injured consumer to send stroppy, and often ineffectual, letters of complaint to the Hotel manager, he can sue the tour operator when he gets home.

3. The focus of this article, however, is on a different situation. A not untypical example will assist. On the first day of a package holiday to Morocco Fred attends the welcome meeting hosted by the enthusiastic and personable local representatives of the tour operator: an English registered company, A Co. A Co's local representatives offer excursions for sale to consumers at the welcome meeting. They earn commission on the sales that they make. The excursions are all provided by a local Moroccan company: B Co, although this is not made absolutely clear by A Co's representatives. Most of the excursions have generic titles ("*dash n' splash*", "*jeep safari*" etc.) and are available locally, outside the Hotel, at rather cheaper prices. A Co's representatives discourage guests from buying the excursions elsewhere. They tell guests that they have checked that the (local) excursions providers they use are reputable and that they have adequate insurance cover. Fred purchases a ticket for an excursion which goes by the name, "*Camel Safari*". This (ill-advised) trip consists of a camel trek across a section of the High Atlas. During the course of the trip Fred's camel breaks free from its handler who is not paying attention, the girth of his camel's saddle is not secured sufficiently tightly and Fred falls to the ground and injures his ankle. Can Fred sue A Co for the rather obvious negligence of B Co's employee?

II. Causes of Action

a. *Express terms of the Contract: check the Booking Conditions*

4. The first place that Fred and his lawyers should check is the small print at the back of the brochure from which he booked his holiday: the Booking Conditions. It is rare for a UK tour operator expressly to accept liability for negligently provided excursions. To do so exceeds its obligations under the ABTA Code of Conduct (if it is a member) and, as we shall see, the mandatory implied terms regime of the Package Travel etc. Regulations 1992. However, some tour operators do accept liability[4] and it is important to check the Booking Conditions to establish what the position is. For those tour operators who do accept liability for negligent excursions there are, naturally, conditions for this acceptance; for example, that the excursion be purchased from a local, uniformed representative of the tour operator (an express condition) and that the trip sold be an "*excursion*" (an implied condition).

5. The use of the word "*excursion*" in a tour operator's Booking Conditions can create some interesting conceptual difficulties:[5]

> "*… some excursions are more complicated than others. Many excursions are provided with the assistance of a guide. Some are, some are not. … a tour is probably something a bit more formal and a bit more extended than an excursion, and will no doubt involve going to a number of different places and seeing a number of different sights. An excursion … can be quite informal, it is for pleasure and there is a return to the starting point.*"[6]

6. In the Fred Camel trek example given above, it is tolerably clear that the day trip sold to Fred was an excursion (particularly, if marketed and sold as such by A Co's local representatives). It seems equally clear that a tour operator that simply procures tickets for a night out at a local concert venue is not, in any realistic sense, selling an "*excursion*" to guests. It would, in my view, be difficult to persuade a Judge that a tour operator (even one that expressly accepts liability for "*excursions*") is liable to the consumer when the latter trips up over some loose carpet at the concert venue; the tour operator's local representative had simply obtained the ticket for the night out (and sold it on at a marked up price).

7. Between these two extremes, however, more marginal situations can arise. What if the tour operator sells a ticket to a local water park facility, but also includes in the price of the trip a coach transfer to and from the consumer's hotel? Clearly, more is being provided by the tour operator than in the concert venue example above. The tour operator which, in its Booking Conditions, expressly accepts liability for negligently provided "*excursions*" may find that a Judge will decide that the ticket for the water park is an excursion for which a vicarious liability will be imposed.[7] Of course, the problem for the tour operator in these situations is that if there is any room for doubt about the ambit of the liability it is expressly prepared to accept in its Booking Conditions it should not be surprised when a consumer-minded Judge in the County Court resolves those doubts in the consumer's favour.[8]

8. Some tour operators will, in their Booking Conditions, expressly accept liability for personal injury resulting from "*services we have arranged for you*" or some such similar phrasing. Unless they have made it clear that the "*services we have arranged for you*" covers only those services included in the express description

of what is included in the price paid for the holiday in advance there is at least a risk that a Judge will decide that this phrasing is wide enough to include liability for the negligently provided excursions sold by its local representatives in resort. Much will, of course, depend on the circumstances; this area of law is largely fact-specific:

a. what did the representatives say about the identity of the person providing the excursion;

b. what was said in the advertising "*bumpf*";

c. what did the excursion consist of;

d. did the tour operator's representatives accompany the excursion.

9. The consumer will have to give firm evidence on these issues to his lawyers. Questions of this kind are discussed further below.

10. For some fortunate consumers the tour operator's Booking Conditions may be the first and last port of call. This is especially helpful in an excursions context because once one leaves the Booking Conditions behind it is very difficult to discern any clear or consistent approach in the case law to tour operator's liability for the negligent excursion.

b. *Package Travel etc. Regulations 1992*

11. It is clear that the Regulations will not assist the consumer injured during the course of an excursion purchased on arrival in-resort.

12. Regulation 2(1) defines "*package*" (in part) in the following terms:

> "… *the* ***pre-arranged*** *combination of at least two of the following components when sold or offered for sale at an* ***inclusive price*** … .[emphasis added]"

13. The requirement of pre-arrangement and an inclusive (pre-departure) price means that the day-trip excursion, typically sold separately at a welcome meeting the day after arrival, will not form part of the package holiday and, therefore, will not be subject to regulation in accordance with the 1992 regulations.[9]

14. It is, of course, essential to check the tour operator's brochure to see what is and is not included in the price paid in advance for the inclusive package holiday. It is not uncommon for a tour operator to offer, as part of the pre-departure price, a "*ski pack*" or "*scuba diving pack*." Generally, these "*packs*" will consist of ski or equipment hire, transport and tuition. If the consumer purchases this in advance of departure as part of the inclusive package holiday price then, of course, these components of the package holiday fall to be regulated in the usual way in accordance with the 1992 Regulations. It would be incorrect to regard this example as an exception to the general rule that excursions are not subject to control by the 1992 Regulations; the ski pack purchased as a component of the package holiday itself is, self-evidently, not an "*excursion*" for the purposes with which this article is concerned.

c. *The Parallel Contract at Common Law*

15. Absent an action under the Booking Conditions, this may be the final option for the consumer injured during the course of an excursion wishing to bring an action against the tour operator (rather than the local excursion provider). The contract I have in mind runs *parallel* to the main package holiday contract between the same

parties (namely, the consumer and the tour operator) and may comprize the following:

a. a contract for the provision of an excursion made in-resort between the tour operator (through its local representative) and the consumer; and,

b. subject to an implied term or terms to the effect that reasonable care and skill will be exercised in the provision of the excursion services (more controversially, whether provided directly by the tour operator or by a separate third party business).[10]

16. Before considering this cause of action in greater detail, I shall set out some recent case law in which issues of the kind discussed in this article arose.

17. In *Gallagher v Airtours Holidays Limited* [2000][11] the Claimant booked a package skiing holiday in Flaine, France for April 1997. A was the tour operator. The booking made and paid for by the Claimant was for the provision of international flights, chalet accommodation, coach transfers to and from the airport and the services of a local representative. While on the transfer coach between Geneva airport and Flaine, the Claimant purchased a "*ski-pack*" from A's representative and paid A's representative in cash. The ski-pack included the hire of skis and boots, lift passes and a course of lessons with the Ecole du Ski Francais ("*ESF*"). On the fourth day of her holiday, while in the course of a lesson with ESF, the Claimant was attempting to follow the ESF tutor (a probationer) in executing a tricky, off-piste, manoeuvre. She lost control of her trajectory and skied over a 40 foot cliff sustaining serious multiple orthopaedic injuries. The Claimant claimed that the tuition was negligent in quality and in choice of skiing location. She sued A for breach of the package holiday contract and under regulation 15 of the Package Travel etc. Regulations 1992 alleging that A was responsible for the ski tutor's negligence.

18. It was held, dismissing the claim, that on the facts the Claimant had failed to prove negligence on the part of ESF; this disposed of the claim. However, the Judge went on to state, *obiter*, that, even if negligence had been established, A was not liable for such negligence. A's Fair Trading Charter (Booking Conditions) was plain. Liability was accepted in the contract for "*the holiday sold to you*". A's brochure made it clear that the "*holiday sold*" to the Claimant comprised only those items confirmed in A's invoice and that ski-packs were not included in the holiday sold to consumers. Further, and as we have seen in the discussion above, the 1992 Regulations did not apply to the ski-pack because it had been sold separately at extra cost. The judge was referred, in this context, to *Sheppard v Crystal Holidays*.[12]

19. The lesson of *Gallagher* and the similar "*ski pack*" cases is that appeals to the Booking Conditions will work only if they contain an express acceptance of liability for the negligently provided excursion (or, less certainly, are sufficiently ambiguous to bear this construction) and that reliance on the 1992 Regulations is misconceived in this context.

20. A different situation. In *Margaret Patrick v Cosmosair Plc* [2001][13] the Claimant went on a package holiday to the Gambia. The Defendant was the organizing tour operator. The Defendant's local representative introduced the Claimant to various excursions and she was provided with a leaflet entitled "*Cosmos Out and About*". The Judge accepted at trial that the Claimant had no

reason to believe that anyone other than the Defendant was providing the excursions. The Claimant and her husband subsequently decided which tours they wished to go on and booked and paid for them. They paid the Defendant's local representative. Their chosen tours included a visit to a nature reserve. The Claimant was given a ticket headed "*West Africa Tours*" at the time of purchase of the excursion. The Defendants representative warned the Claimant about the need to carry Mosquito repellent and water, and gave the Claimant a description of the bus which would be taking her on the tour and the uniform which would be worn by the employees.

21. The Claimant and her husband embarked on the tour. On arrival at the Park they walked a kilometre through the bush to a clearing. The Claimant was outside a monkey cage, with about 15 or 20 of the tour group, when the keeper invited them inside to take photographs while he fed the monkeys. One of the monkeys, apparently stressed, leapt on the Claimant and scratched her with its claws, infecting her with some nasty bacteria. The Claimant suffered a nasty injury. She sued the Defendant tour operator in contract.

22. The Claimant was provided with a ticket when she purchased the excursion. There was small print on the reverse of the ticket. The ticket was, very unusually in a case of this kind, available at trial. The small print on the excursion ticket made it clear that the relationship between the Defendant and West Africa Tours was one of agency. The trial Judge held that, as a matter of law, the Claimant would have been aware of the separate existence of West Africa Tours if she had troubled to read the ticket. The Judge further held that the Claimant's contract was with the local excursion provider for whom the Defendant acted, as the ticket small print made clear, only as agent. This disposed of the action in contract against the Defendant. But The Judge went on to hold that, even if the Defendant was a principal to the excursion contract, their duty extended only to transportation to the park, a valid entry ticket and the provision of a tour guide. The guide was not, the Judge decided, required to supervise every single person as they wondered around the park. The Claimant lost her case.

23. The ticket evidenced the relationship between the Defendant and the Claimant: a relationship of agency only. What if, however, no ticket had been provided and the position was, as the Judge held on the facts that the Claimant believed, to all intents and purposes, that her contract was with the Defendant? In these circumstances would there not be an undisclosed principal so the Defendant would be liable to be sued whatever the nature of its own relationship with the local excursion provider?[14] Of course, the Judge held, in the alternative, that the Defendant's obligations under the contract (if it was a principal) did not extend to the provision of protection once she was inside the monkey cage. Is this really any different from saying that the Claimant is entitled only to the exercise of reasonable care and skill – a duty which the Defendant would, on the facts, have discharged if it was the principal to the contract?

24. Significantly, there are, as yet, no reported cases in which the parallel contract cause of action has been pursued independently. How would this type of contract work and what would be its likely terms?

III. The Parallel Excursion Contract

25. A number of issues arise:

a. will the tour operator be the principal to the contract or merely an agent (on which see, *Patrick* above);

b. what are the terms of the contract;

c. what are the private international law implications of this type of contract.

a. *Agency*

26. Typically in these cases the local representatives will have said very little, if indeed they say anything at all, about the identity of the independent third party business responsible for actually providing the excursion. The impression formed at a welcome meeting may well be that, as in *Patrick*, the tour operator is providing the excursion itself. As I indicate above, if the Court finds that there was a wholly *undisclosed* principal, there is a risk that it will also conclude that the tour operator was, to all appearances, the real contracting party who can sue and be sued in respect of the contract made: the tour operator cannot, in these circumstances, evade liability by a plea of agency.[15]

27. The more distance that a tour operator is able to put between itself and the third party local provider of the excursion[16] the more likely it is to rebuff attempts to hold it liable on the basis of a parallel contract. Like the Defendant in *Patrick*, it will give itself the option of saying to the consumer and the court that the latter has a contract with the third party excursion provider ("*B Co*") and should sue on that contract.

b. *Terms of the Contract*

28. I have already referred to the utility (to consumer at least) of the implied term to exercise reasonable care and skill contained in the Supply of Goods and Services Act 1982 (section 13).[17] The concept of reasonable care provides fertile ground for the development of other – more fact-specific – implied contractual duties:

a. a duty to advise ("*when the excursion reaches the Island, you would be well advised to use only the snorkelling equipment available for hire at the far end of the beach*");

b. a duty to warn ("*during your 'Gangsta' tour of South Central Los Angeles do not wear your gold Rolex watch or other indiscreet jewellery*");

c. a duty to monitor and supervise ("*the taverna we use for the Greek night excursion was safe and well run when we checked it at the start of this season*").

29. Outside the ambit of the Package Travel etc. Regulations 1992 the common law has recognised a non-delegable duty on the part of a holiday/travel service provider to the effect that due care will be exercised in the provision of the services under the contract, irrespective of whether the service is actually provided by the tour operator or a third party sub-contractor, *provided that, on a true construction, the contract implies that such services are to be provided as part of the package by the company concerned*.[18] This is, of course, the problem where excursions are involved.

30. The judgment of the Privy Council in *Wong Mee Wan v Kwan Kin Travel*[19] makes it quite clear that determining whether reasonable care and skill in this context is limited to the selection of an appropriate excursion provider[20] or whether it extends to the provision of the services (by the third party) during the

excursion itself is wholly dependent on a construction of the terms of the agreement drawn from all of the factual circumstances.

> "*It was clearly always the first defendant's* [tour operator's] *intention that parts of the package tour would be carried out by others and, in particular, in their respective spheres, by the second and third defendants. Miss Ho and her colleagues may have appreciated that someone other than the first defendant would carry out some parts of the tour. That does not, however, conclude the question. It still has to be considered whether the first defendant was in reality doing no more than 'arranging' the tour so that they undertook no liability for any default by those providing the goods and services or, at the most, a liability to take reasonable care in the selection of those who provided the services. In the present case there are in the terms of the brochure, which are to be treated as part of the contractual arrangements, no clear statements that the first defendant was doing no more than arranging the tour as agents for the travellers. The heading of the brochure … gives some indication that it is the first defendant who has undertaken the task of supplying the package tours. Throughout the detailed itinerary it is always 'we' who will do things – board the bus, go for lunch, live in the hotel*."[21]

31. If a tour operator –

    - says nothing about the existence of B Co, the third party excursion provider,
    - produces a leaflet indicating that "*we*" are going to provide x, y and z during the course of the excursion, and,
    - in fact, leads consumers booking excursions to believe that it is going to be providing the service itself,

    then *Wong Mee Wan* is suggestive that the duty of reasonable care and skill, imposed by the parallel contract, will extend beyond the selection of B Co, to the provision of services during the course of the excursion itself. Ultimately, of course, it is a matter of construction of the contract against the general factual background. The result achieved by this is not dissimilar to the extended vicarious liability regime under the Package Travel etc. Regulations 1992 and the provisions of the ABTA Code of Conduct where someone is injured while making use of one of the services forming part of the package holiday contract.

c. *Conflict of Laws*

32. The jurisdiction that the English Court has under the Brussels Convention (to hear disputes involving English domiciled Defendants) is generally thought not to be subject to challenge on *forum non conveniens* grounds if the alleged more convenient forum is another Convention State eg. a State in the EU or EFTA. The position is, it seems, different where there is an English domiciled Defendant (a tour operator in this context), but the Defendant seeks a stay on the basis that the Courts in a *non-Convention State* (eg. Mexico, Dominican Republic) would be a more appropriate forum. The Court of Appeal decision in *Re Harrods (Buenos Aires) Limited*[22] is supportive of the proposition that section 49 of the Civil Jurisdiction and Judgments Act 1982 enables an English Court to grant a stay on the basis that the Brussels Convention was intended to regulate the position between Convention States only and did not affect the position where the Courts

of a non-Convention State were argued to be a more convenient forum. Therefore, the grant of a stay in such circumstances is not inconsistent with the Convention.

33. *Re Harrods* was settled before the ECJ could give a ruling on this issue. For a more recent Court of Appeal pronouncement on this subject, see *Ace Insurance SA-NV v Zurich Insurance Co.*[23] This potential difficulty assumes the absence of any choice of jurisdiction clause in the parties' contract. Often in an excursion contract there is nothing in writing at all to evidence the parties' contract (the most one can hope for is a ticket or voucher, as in *Patrick*, but even this may be missing).

34. Similarly, in respect of choice of law, there may be no ticket or voucher or, indeed, any other written material to evidence an express choice of law. A Court may, however, be able to conclude that there was an implied choice of law. If both consumer and tour operator were habitually resident in England and if the language of the contract was English (when the consumer booked the excursion with A Co's local representative) then a Court may be able to conclude that the parties impliedly, if not expressly, chose English law.[24] Accordingly, English law would be applied and there will be no need to look to Article 4 of the Rome Convention (Contracts (Applicable Law) Act 1990) on presumption in the absence of choice. This approach would be further supported by the fact that the two parties to the parallel excursion contract would already be parties to a package holiday contract over which the English courts would have jurisdiction and which would be subject to English law.

35. Only if a choice *cannot* be inferred from the surrounding circumstances, will a Court have regard to the Convention presumptions in the absence of choice by which stage the choice of law is likely to be the law of the country where the party providing performance characteristic of the country is located (in the case of a corporation where the local branch providing performance is located). This will be the location where the excursion is being provided (to return to my Fred example, Morocco).

36. If one assumes that English law applies, negligence in respect of the parallel contract (ie. whether there has been a failure to exercise reasonable care and skill on the part of the tour operator and/or the local supplier for whom the former may be vicariously liable) will still be determined according to *local* safety standards and practices. [25] It is a matter for the Claimant to prove negligence according to this standard.[26] The instruction of an expert with local qualifications is likely to be essential here.

IV. Conclusion

37. Given the complexity of this area and the difficulty of predicting a particular outcome, the unfortunate Fred could be forgiven for deciding not to bother to sue A Co for the mishap during the Camel Safari. On the other hand, the prospects of an action in Morocco against B Co may also be bleak.

38. If people do strange things on holiday, they can act even more strangely while on an excursion or day trip. This can lead to injury and the hunt for a person to sue. The consumer friendly response to the conundrum discussed in this article is that consumers require protection[27] when things negligently go wrong during the course of a day trip. The fact that this day trip was purchased from the tour operator after departure from the UK, so the argument goes, should be treated as incidental (if the consumer can sue the tour operator under the 1992 regulations for things that go wrong at the Hotel why should he not also be able to sue the tour

operator when things go wrong during the excursion sold to him by the tour operator's employees?)

39. The response to this is, of course, that tour operators already have to put up with the onerous obligations imposed by the 1992 Regulations and the ABTA Code of Conduct[28] and that to impose liability in circumstances where an accident happens off-resort as a result of the negligence of a wholly independent local business would be to impose too great a burden on the tour operator.[29]

40. The answer to all of this is, of course, clarity. If a tour operator wishes to escape liability and to make it clear that it acts only as agent then it can, of course, say so loudly and clearly. The *Patrick* case illustrates the kind of result that can be achieved by those acting for tour operators when the tour operator gets the small print right.

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[1] ABTA Code of Conduct for Tour Operators, clause 2.8(ii).
[2] Package Travel etc. Regulations 1992 (SI 1992 No 3288).
[3] These vary widely in form and content, but are, characteristically, drafted as a combination of the provisions of the ABTA Code and the Package Travel etc. Regulations 1992.
[4] See, D Grant & S Mason, *Holiday Law* (1998, 2nd ed), page 45 for an example.
[5] The *Concise Oxford Dictionary* defines "*excursion*" as, among other things, "*a short journey or ramble for pleasure, with return to the starting-point*."
[6] *Caroline Lovett v Thomson Holidays Limited* [2000] 5 September (QBD, Birmingham DR) *per* HHJ Nicholls (unreported) .
[7] See, *Caroline Lovett*, *ibid.*
[8] The *contra proferentum* rule and the Unfair Contract Terms Act 1977 can provide a way in to this consumer friendly approach.
[9] The consumer will not, therefore, be able to take advantage of the extended vicarious liability provisions of regulation 15 of the Package Travel etc. Regulations 1992.
[10] The term implied by operation of section 13 of the Supply of Goods and Services Act 1982.
[11] [2000] 17 October (Preston CC, HHJ Appleton); [2001] 2 CL 437.
[12] [1997] CLY 3858. See also, for a similar set of facts and the same result, *Rochead v Airtours Plc* [2001] July (Central London CC, HHJ Crawford Lindsay QC) (unreported).
[13] [2001] 5 March (Manchester CC, HHJ Lyon).
[14] See, short discussion below.
[15] See, *Chitty on Contracts* (28th ed, 1999), para 32-087, citing *Allen v F O'Hearn* [1937] AC 213 (PC), and *Bowstead & Reynolds on Agency* (17th ed, 2001) para 9-012.
[16] Which is another way of saying that it should make it clear that it acts only as agent for a separate third party principal.
[17] See also, *Wilson v Best Travel Limited* [1993] 1 All ER 353 (QBD) *per* Phillips J, as he then was, a duty to exercise *reasonable care and skill* to ensure that the consumer is *reasonably safe*.
[18] *Wong Mee Wan v Kwan Kin Travel* [1996] 1 WLR 38 (PC).
[19] *Ibid*.
[20] In which case, no doubt, the duty would be discharged by a reasonable start of season selection procedure (checking staff qualifications, checking that the third party business is insured and that it trains its staff and maintains vehicles and equipment). The duty of care in these circumstances is not, perhaps, disimilar from the duty owed at common law according to *Hedley Byrne & Co v Heller & Partners* [1964] AC 465 (CA) – the consumer relying on the recommendations/representations made by the tour operator's local representative in the exercise of their local knowledge and specialist experience. See also, on this issue, D Grant & S Mason, *Holiday Law* (1998, 2nd ed), page 45.
[21] *Wong Mee Wan v Kwan Kin Travel Limited* [1996] 1 WLR 38, 45H – 46B *per* Lord Slynn of Hadley (PC).
[22] [1992] Ch 72 (CA).
[23] [2001] EWCA Civ 173 (CA).

[24] Article 3(1) of the Rome Convention (Contracts (Applicable Law) Act 1990).
[25] See, *Wilson v Best* [1993] 1 All ER 353 (QBD); *Codd v Thomson*, 7 July, 2000 (CA) and *Logue v Flying Colours Holidays Limited* [2001] 7 March (Central London County Court, HHJ Zucker QC).
[26] See esp. *Codd v Thomson*, 7 July, 2000 (CA)).
[27] Sometimes this is synonymous with the proposition that they need someone with money to sue.
[28] And *BBC Holiday Watchdog*.
[29] With the result that tour operators will stop selling excursions to their clients. On this question see, *Wong Mee Wan v Kwan Kin Travel Limited* [1996] 1 WLR 38, 47F-G *per* Lord Slynn of Hadley (PC).