

Guidance on the application of the Code of Conduct

The [Code of Conduct](#) contains the fundamental rules of trading that ABTA Members must comply with. This Guidance aims to give Members and their clients a greater understanding of those requirements. This Guidance has been put together from a number of sources and from the workings of the Code of Conduct Committee over many years. It must be remembered that each situation will be determined by the Code of Conduct Committee and the Appeal Board on its own facts.

You can obtain further advice on specific cases from ABTA.



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Revision History

October 2018	Addition of guidance to page 32 on responding to injury and illness claims
January 2019	Page 33 on ABTA's ADR schemes improved, to correspond with a change to the Code of Conduct obliging Members to comply with the rules of all the ADR schemes
January 2020	1. Addition on page 9 of guidance for clause 1K on privacy policies, following the addition of 1K to the Code of Conduct 2. Change to clause 2D on page 13 to correspond to the change in the Code 3. Addition on page 29 of examples of significant changes after departure 4. Enhanced guidance in Standards on Booking Conditions on page 37 regarding content of booking conditions and the addition of a requirement for a clause dealing with fulfilment in the event of insolvency 5. Small changes to the product information section of Standards on Websites at page 46.
October 2020	1. Changing Foreign & Commonwealth Office (FCO) to Foreign, Commonwealth & Development Office (FCDO). 2. Adding FCDO advice against travel to the guidance on significant changes on page 26.
December 2020	Addition of more guidance regarding FCDO advice and significant changes on page 27.

1. Before a Booking is made

Booking Conditions

Code 1B Members shall ensure that their booking conditions comply with ABTA's Standards on Booking Conditions.

See Appendix 1.

Websites and Online Trading

Code 1C Members shall ensure that their websites and online booking procedures comply with ABTA's Standards on Websites and Online Trading.

See Appendix 2.

Advertising

Code 1D Members shall ensure that no Advertising or Promotion or any other publication, whether in writing or otherwise, shall contain anything that is likely to mislead the public.

The first point of contact between an ABTA Member and a client is likely to be their advertising. Difficulties later on can often be traced back to problems with advertising, be it inaccurate brochure descriptions, unclear information on a website, or press adverts that don't contain adequate information.

In the Code, advertising is widely defined as "a means of promoting Travel Arrangements by any printed, viewable, audible or other form" so it includes brochures, all types of marketing and can include viewdata as well, depending on the circumstances of the case.

In general, advertising mustn't mislead. Clients must be provided with sufficient information so that they can make informed choices. Remember clients might be misled by omission. Adverts must be based on accurate information. Members are less likely to be found to be in breach of this Code of Conduct if they can show that they had good procedures in place to verify the accuracy of the descriptions in their advertising.

Specific issues of price indications, window cards and financial protection are covered below.

Advertising

- Full accurate information
- Be able to back it up
- Honest, decent and truthful
- Availability: consumers must have reasonable prospect of obtaining the advertised fare. If availability is limited, make that very clear

Price Indications

The advertising of price indications is one of the most difficult areas to get right and one of the areas that has the potential to get relationships between a Member and their client off to a bad start. No consumer likes to be surprised by additional charges when they come to buy something. Consumers want to have as much information as possible about how much they're going to have to pay for something so that they can make reasonable comparisons between different products. Consumers in the travel industry are no different.

The important thing to remember, therefore, is that price indications, in whatever form they are advertised, should be as complete and transparent as possible. Everything that the client must pay must be in the basic price (except amounts not paid in advance, see below). If there are optional extras, Members must provide information on these.

For all advertising, including brochures and websites, these rules apply:

- (i) All non-optional costs which are for a fixed amount and which can be paid in advance must be included in the basic advertised price.
- (ii) If there are non-optional costs that aren't paid in advance, for example, departure charges at destination airports which can only be paid by the client at the airport, or local taxes or resort fees that are payable to the hotel, the client must be given information on these.

It must be clear to clients that these additional amounts are payable by them, before they confirm the booking. Include a statement at an early stage in the booking process that extra charges in destination may apply. Members should make sure that they provide the amount before the client confirms the booking. If the charges are subject to change, which they often are, Members should provide the most up-to-date amount and state that it's subject to change.

- (iii) For brochures, where Members know that specific non-optional costs might be subject to change while the brochure is still current, details of those specific charges should be prominently stated near to the basic price in a clear and transparent format. Members must be able to provide evidence to justify the level of such costs and why such costs might be subject to change and are not of a fixed amount.
- (iv) Optional extras don't have to be included in the basic price, but clients must be given information on them. Particular rules apply if the basic price doesn't include key holiday components that clients might assume are included, for example checked-in luggage. Members need to state that these are optional extras and how much they are in a clear and unambiguous way. The details must come at

the start of the booking process. This is information that clients must have in order to make informed choices and comparisons. Optional extras must be presented clearly to the client as optional and must not be displayed in a way that misleads them into thinking they must add them to their booking.

- (v) Members can't change the prices shown in brochures or on websites unless they specifically and expressly provide within the brochure or website for changes to be made to the prices.
 - (vi) Members must ensure that any changes to the prices shown in brochures or on websites are made known to clients before a booking is made. Members might be asked to provide evidence that this has been done and are advised to ensure that this evidence remains in a durable form, e.g. in writing or as saved messages on booking systems.
 - (vii) Changes to prices after a booking has been made are subject to the booking conditions of the package organiser concerned and to the Package Travel Regulations. Members should be aware that, in respect of package holidays, there are restrictions on the circumstances in which surcharges can be applied and the amounts that can be surcharged. For full guidance, see section 3.
- Availability of prices

If advertisers display a price and not all the holidays or flights are available at that price, they need to take great care to ensure that the advert is not misleading. They should provide full, clear information about the availability and use "from" pricing. There are some guidelines for advertisers, mainly from the investigations done by the Advertising Standards Authority (ASA):

- state that prices are *from*... if not all of the flights or holidays are available at the advertised price;
- ensure that there are enough flights or holidays at the lead-in price so that clients have a reasonable prospect of obtaining it.
 - The previous rule of thumb - that a minimum of 10% of the product available must be offered at the "from" price - no longer applies. Current guidance from the Chartered Trading Standards Institute is that a "significant proportion" must be available at that price. See <https://www.businesscompanion.info/> for the Guide for Traders on Pricing Practices. The Code of Conduct Committee, like Trading Standards and the ASA, will consider each complaint on its own merits and so, if an advertiser has 10% of its stock (by volume) available at the "from" price, it won't necessarily be the case that this will comply with the requirement for it to be a significant proportion.
- state that the price is "subject to availability". If availability is limited, be clear about this. If the advertised price isn't current, consider stating that the price is accurate as of the last update and an up-to-date price will be provided when the client contacts you.
- ensure that seats available at the *from* price are spread reasonably evenly across the travel period. Also, if there are significant periods when seats can't be offered at the *from* price, this needs to be stated. This could be no availability on bank holidays or weekends, for example.
- make clear the destinations to which quoted prices relate and that a promotional price applies to selected flights on certain routes, for example, if this is the case.

The ASA has also issued guidance on "Working with Third Parties". This covers advertising online using shared systems, where advertisers are unlikely to be able to monitor real time availability of flights or accommodation. Prices may not be available by the time consumers attempt to make a purchase. Members should take reasonable steps to reduce the likelihood of consumers being misled. www.asa.org.uk

Window Cards

We've put together some suggestions regarding window cards that Members may like to adopt and that should assist them to avoid complaints:

- (i) The aim of window cards must be to give the clearest possible indication to consumers of the price they'll have to pay for their holiday and to avoid giving any indication that could be deemed to be misleading.
- (ii) Window cards should be easily readable (minimum font size 12) and include the full price of the holiday. All additional extras that the client will have to pay, e.g. TOD fees and fuel supplements, must be included in the stated price. The use of tick boxes is a good way of clarifying what's included in the price.
- (iii) In order to avoid giving a misleading price indication Members should ensure that window cards are checked as a minimum on a daily basis. Members should consider writing on the reverse of the card the date, time and initials of the member of staff carrying out the check.
- (iv) It's best practice to have a procedure in place for checking and documenting window card displays. It's suggested that the procedure could identify who has responsibility for checking the window cards, for double-checking and for carrying out spot checks. Ideally a senior member of staff or an Area Manager should carry out the spot checks. It would be worthwhile to train staff in this procedure. The procedure could also usefully include a system for dealing with customer complaints as a result of incorrect window card displays.
- (v) Keeping a file record of all the checks carried out is recommended. This might include the following:
 - a) Date, time and initials of staff or manager carrying out the check. It's also recommended that Members keep examples of the spot checks to evidence that this procedure is being followed.
 - b) Number of cards checked and number of correct, incorrect and removed cards.
 - c) Tour operator and brochure details.
 - d) Whether the card correctly features non-optional costs such as TOD fees, security supplements, under-occupancy supplements, meals and transfers; whether a TOD charge has been added into the basic price, if it has become applicable since the card was produced.

Window Cards

- Check daily
- Keep record of checks
- Remove if wrong
- Price must include all non-optional extras of a fixed amount, e.g. TOD charges

Credit Cards

- The law changed on 13 January 2018 and card charges are banned, except for corporate cards. If Members make a charge for corporate cards, they must state what it is, in their brochure, website, in advertising and in their shop, as applicable. This statement must be clear, prominent and easily legible.

Prices

- Basic price must include all non-optional extras of a fixed amount
- Clients must know the amount of any resort fees before they book
- Brochures only - if the amount of extras may change, Members don't need to include them, but they must give clear details near the basic price

Financial protection information

No advertising, including brochures and websites, should contain anything misleading about bonding and financial protection. This is a very important area and consumers must be given correct information as to whether they're protected against financial failure. It's a confusing subject and we know that consumers often don't understand when they're protected and when they're not. ABTA Members must give clear and prominent accurate information in order to comply with clause 1D; it mustn't be left unclear, or unsaid, or down to the consumer's assumption.

If everything a Member sells is financially protected, for example they are a package organiser that only sells package holidays, then they can use wording such as "fully bonded" or similar.

If a Member sells some unprotected products then they must not make that claim and must accurately describe the financial protection that applies. Members selling unprotected products include principals that have elected not to protect their non-package sales and retailers that sell flight tickets from airlines or accommodation from unbonded bed banks, for example. For those retailers, there is no scheme of protection that covers the clients in the event of supplier failure, therefore they can't claim "fully bonded", "fully ABTA bonded" or anything that claims that all of their services are bonded, or similar.

An example of a statement to be used in advertising is "We provide financial protection for your money when you buy a package holiday. If you buy other travel arrangements such as accommodation only this protection doesn't apply."

If Members sell only unprotected products they must be clear about this, for example: "We are a member of ABTA which means you have the benefit of ABTA's assistance and Code of Conduct. The travel arrangements you buy from us aren't covered by ABTA's scheme of financial protection."

Members can contact ABTA for more help with their specific situation.

Agency Agreements

Code 1F Members shall, when making available Travel Arrangements to a Client via an Agent, have a written agency agreement with that Agent which:

- authorises the transaction
- contains details of whether the ABTA Member making the Travel Arrangements available is doing so in the capacity of a Principal or an Agent or a sub-Agent; and
- contains details of the arrangements for security for money paid over and, where relevant, for repatriation of the Client in the event of the insolvency of the ABTA Member making the Travel Arrangements available or the insolvency of the actual supplier of the Travel Arrangements.

Where no such security exists this shall be stated in the written agency agreement.

All Members, whether acting as a principal or an agent, that sell travel arrangements through agents must have an agency agreement with that agent, performing the three functions required by the Code. ATOL holders selling through agents, must also ensure that their agency agreement contains the terms required by the ATOL Standard Terms.

Agent discounts

There is a further legal rule on agency agreements, which applies to tour operators selling package holidays. The Restriction on Agreements and Conduct (Tour Operators) Order 1987 makes it unlawful for a tour operator to have a clause in an agency agreement that prohibits the travel agent from offering inducements to the public to purchase the holidays through him rather than another travel agent. The tour operator can't seek to stop the agent offering discounts. Further, it can't refuse to deal with a travel agent on the grounds that that agent offers inducements. If Members need advice on this issue, please contact us.

Suggested wording for inclusion in agency agreements:

1. Sale by principal offering accommodation-only whose products are covered by a scheme of financial protection.

We act as a principal in the sale of these travel arrangements. We authorise you to sell these travel arrangements as our agent. The client's contract for these travel arrangements will be with us.

The monies paid to us for the accommodation are protected by means of a bond held by [name of organisation]/an insurance policy with x [as applicable]. This means that if, in the unlikely event of our insolvency, the accommodation can't be provided, the client will receive their money back or, if their stay has started, arrangements will be made for them to be able to continue as planned.

2. Sale by a principal offering packages and accommodation-only whose accommodation-only products are not covered by a scheme of financial protection.

We act as a principal in the sale of these travel arrangements. We authorise you to sell these travel arrangements as our agent. The client's contract for these travel arrangements will be with us.

We provide financial protection for our package holidays. For packages including flights this protection is provided by the CAA and for other packages it is provided by way of a bond held by [name of organisation] / an insurance policy with [name of insurer]. In the unlikely event of our insolvency, the client will be refunded the money paid for an advance booking, or will be brought home if the holiday has started.

The financial protection arrangements outlined above do not apply to sales of accommodation-only.

3. Sale by a principal offering accommodation-only whose accommodation-only products are not covered by a scheme of financial protection.

We act as a principal in the sale of these travel arrangements. We authorise you to sell these travel arrangements as our agent. The client's contract for these travel arrangements will be with us.

The monies paid to us for these travel arrangements are not covered by any scheme of financial protection.

4. Sale by an agent offering accommodation-only

We act as agent for the suppliers that are providing the travel arrangements. We have authority from the supplier to authorise you, and do authorise you, to sell these travel arrangements as our agent. The client's contract will be with the relevant supplier.

In the unlikely event of our insolvency, the client's contract with the supplier should be unaffected. To protect the client in the unlikely event of the supplier's insolvency, you might wish to offer a suitable insurance product to protect the client's money.

Accessibility

Code 1H Members shall ensure that, in accordance with the Equality Act 2010, they

- make reasonable adjustments to the way they deliver their services so that disabled people can use them, and
- take reasonable steps to tackle physical features of premises that prevent, or make it unreasonably difficult for, disabled people to access their services.

Further information about complying with the Equality Act and providing a service to clients with disabilities can be found in our guidance note, *Disability: The Equality Act*.

The Equality and Human Rights Commission www.equalityhumanrights.com is also a good source of information.

Please also see ABTA's *Standards on Websites & Online Trading* in the appendices to this document.

Accessibility

- By welcoming disabled customers you welcome all customers
- Train your staff
- Think whether any of your policies are discriminatory
- Overcome physical barriers, e.g. steps

Privacy Policies

Code 1K Members shall have in place an effective policy for protecting the privacy of Clients, which shall be available to Clients, and which shall include any wording required by ABTA from time to time.

Privacy policies are vitally important, to explain to your Clients what their personal information will be used for. More guidance can be obtained from the Information Commissioner www.ico.org.uk and from the Member's area of www.abta.com

All Members must include in their privacy policies wording that, to the satisfaction of ABTA, ensures that, in the event of the Member's insolvency, the client's personal data can be passed to ABTA and the CAA by the Member or by the appointed insolvency practitioner. Suggested wording:

In the event of our insolvency we, or any appointed insolvency practitioner, may disclose your personal information to the CAA, and/or ABTA so that they can assess the status of your booking and advise you on the appropriate course of action under any scheme of financial protection. The CAA's General Privacy Notice is at <https://www.caa.co.uk/Our-work/About-us/General-privacy-notice/> ABTA's Privacy Notice is at <https://www.abta.com/privacy-notice>

2. Making the Booking

Booking Procedures and Information

Code 2B Members shall ensure that satisfactory booking and documentation procedures are followed and, where appropriate, that such procedures are in accordance with the procedures laid down by the Principal.

Principals and Organisers shall provide contact details so that Clients can contact them during their stay. This should be the name, address email and phone number of the Principal's or Organiser's representative in the area, or, if there is no representative, of an agency on whom Clients in difficulty can call, or, if there is none, a phone number or other information to contact the Member.

Where relevant, Members shall ensure that they provide all the information required to be given under the Package Travel and Linked Travel Arrangements Regulations 2018.

This clause is about booking procedures and it can be breached if the procedures Members follow aren't satisfactory.

It's also about information to the client and can be breached by Members:

- who are a principal or package organiser, not providing contact details so that Clients can effectively get in touch with them when they're away
- not giving the Client the information required by the new Package Travel Regulations (more on this below).

The Package Travel and Linked Travel Arrangements Regulations 2018 state that certain information must be provided to the traveller. The Code of Conduct Committee is likely to find Members in breach of the Code if they don't provide this to the Client, before their booking is made, as required by the Regulations.

There is different information for package holidays, and for linked travel arrangements, and both of these are dealt with below.

Definitions of package holidays and linked travel arrangements can be found in section 2 of the Regulations <https://www.legislation.gov.uk/ukxi/2018/634/contents/made> or in ABTA guidance: go to member guidance in the member zone of www.abta.com

Information -Package holidays

The obligation to provide information is on both the organiser and the retailer, and they can agree which one of them is to provide it. Organisers should make arrangements with the agents through which they sell to ensure that the information is provided to the customers.

There are two types of pre-booking information: holiday information and protection information.

Pre-booking: holiday information

The Regulations require that the following information is provided:

A) The main characteristics of the travel services:

1. The travel destination(s), itinerary and periods of stay, with dates and, where accommodation is included, the number of nights included.
2. The means, characteristics and categories of transport, the points, dates and time of departure and return, the duration and places of intermediate stops and transport connections.
3. Where the exact time is not yet determined, the organiser and, where applicable, the retailer shall inform the traveller of the approximate time of departure and return.
4. The location, main features and, where applicable, tourist category of the accommodation under the rules of the country of destination.
5. The meal plan.
6. Visits, excursion(s) or other services included in the total price agreed for the package.
7. Where it is not apparent from the context, whether any of the travel services will be provided to the traveller as part of a group and, if so, where possible, the approximate size of the group.
8. Where the traveller's benefit from other tourist services depends on effective oral communication, the language in which those services will be carried out.
9. Whether the trip or holiday is generally suitable for persons with reduced mobility and, upon the traveller's request, precise information on the suitability of the trip or holiday taking into account the traveller's needs.

B) The trading name and geographical address of the organiser and, where applicable, of the retailer, as well as their telephone number and, where applicable, email address.

C) The total price of the package inclusive of taxes and, where applicable, of all additional fees, charges and other costs or, where those costs cannot reasonably be calculated in advance of the conclusion of the contract, an indication of the type of additional costs which the traveller may still have to bear.

D) The arrangements for payment, including any amount or percentage of the price which is to be paid as a down payment and the timetable for payment of the balance, or financial guarantees to be paid or provided by the traveller.

E) The minimum number of persons required for the package to take place and the time-limit before the start of the package for the possible termination of the contract if that number is not reached. That time limit shall not be later than:

1. 20 days before the start of the package in the case of trips lasting more than six days.
2. seven days before the start of the package in the case of trips lasting between two and six days.

3. 48 hours before the start of the package in the case of trips lasting less than two days.

F) General information on passport and visa requirements, including approximate periods for obtaining visas and information on health formalities, of the country of destination.

G) Information that the traveller may terminate the contract at any time before the start of the package in return for payment of an appropriate termination fee, or, where applicable, the standardised termination fees requested by the organiser

H) Information on optional or compulsory insurance to cover the cost of termination of the contract by the traveller or the cost of assistance, including repatriation, in the event of accident, illness or death.

Pre-booking: protection information

The Regulations require that Clients are told about the protection and the rights that come with package holidays. This is the wording set out in the Regulations:

The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations. Therefore, you will benefit from all EU rights applying to packages. *We, or insert name of the package organiser* will be fully responsible for the proper performance of the package as a whole.

Additionally, as required by law, *we, or insert name of the package organiser* has/have protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes/they become insolvent.

The Client must also be provided with a list of the key rights that apply to packages and information on how to find the Regulations. This can be provided by hyperlinks, if that's possible.

The required wording is set out in the schedules to the Regulations, at <http://www.legislation.gov.uk/ukxi/2018/634/contents/made>

The law states that this information needs to be given in a clear, comprehensible and prominent manner. Members can provide it in a number of ways - the key point is that clients must be presented with it in some way before committing to the booking.

Members might include the information in their brochure and website.

- For website sales, Members can display the standard information and a link to the key rights before the client completes the booking.
- For shop sales, Members might hand the Client all the information in hard copy, or read out the basic information that the Client is booking a package and have the key rights available for Clients to see, for example on a website. Members might choose to email the list of key rights to the client during the booking process.
- For phone sales, Members might read out the basic information that the Client is booking a package or put it in a recorded message that the client will hear, and tell Clients where they can find the key rights while they are on the phone, for example by referring to the Member's website. Members might email the information to the client during the booking process and let the client know that's where they can find it.

Information- Linked travel arrangements (LTAs)

If Members sell an LTA, they must provide the Client with the following information in a clear, comprehensible and prominent manner:

- (i) that they will not benefit from any of the rights applying exclusively to packages under the Regulations, and
- (ii) that each service provider will be solely responsible for the proper contractual performance of the service; and
- (iii) that they will benefit from insolvency protection that only provides for the refund of the payments they make to the company facilitating that LTA where that company fails, and where, as a result, a travel service which is part of the LTA is not performed. If that company is responsible for the carriage of passengers, the insolvency protection must also cover the traveller's repatriation.

Members must also provide the traveller with a copy of the Regulations. They can be found at: <http://www.legislation.gov.uk/uksi/2018/634/contents/made>

All this information must be provided before the traveller is bound by any contract leading to the creation of an LTA.

Members must use the standard wording in the schedules to the regulations, if it applies to the LTA they're selling. These can be found at <http://www.legislation.gov.uk/uksi/2018/634/contents/made>

It is important to understand that, if the Client is not given the necessary information at the right time and in a clear, comprehensible and prominent manner, then notwithstanding the fact that the Members might have intended to create a LTA, they will be responsible for the performance of the travel services included in the LTA as if they were the organiser of a package.

There is also guidance on what Members need to do at www.abta.com

Financial Protection

Code 2C Members shall inform Clients about any financial protection arrangements which apply to money received by the Member whether in connection with a booking or for any other service or arrangement.

Not all travel arrangements are covered and there are different schemes. Here are some guidelines.

1. Package holidays must be financially protected. If the package includes a flight this will be through ATOL. If it doesn't protection will be through bonding (e.g. with ABTA), an insurance policy or a trust account. Affected clients will receive a refund or be brought home if their travel company goes out of business.
2. Flight sales aren't protected against the failure of the airline, if bought directly from an airline, or from a travel agent and the agent issues a ticket immediately. Some flight sales, such as by tour operators, are protected by ATOL, meaning that if the tour operator goes bust the client receives a refund or is brought home if necessary.
3. Linked travel arrangements must be protected so that the client receives a refund if the arranger fails and any of the services aren't provided as a result. This is done through bonding (e.g. ABTA), insurance or a trust account.

4. For accommodation-only sales, and other services on their own, there's no legal requirement that they're protected. The supplier might voluntarily provide protection (e.g. through ABTA).

Data Protection

Code 2D Members shall comply with relevant data protection requirements.

When making bookings, and taking Clients' personal details, Members must comply with data protection law. The General Data Protection Regulation (GDPR), Data Protection Act 2018 and Privacy & Electronic Communications Regulations (PECR) are the main source of legal obligations in this area. They will apply to Members because they handle personal information about their clients and staff. Members have obligations to handle it lawfully, and to protect it. More guidance can be obtained from the Information Commissioner www.ico.org.uk and from the Member's area of www.abta.com

The Code, at clause 1K, also requires Members to have effective privacy policies, that are available to Clients.

Booking Conditions

Code 2E Members shall ensure that their Clients are aware of booking and other published conditions, including Agents' terms of business, applicable to their Travel Arrangements before any contract is made and that all Clients have access to a set of booking conditions in written or other appropriate form.

Clients must know about all terms and conditions that apply to them, before they commit to the booking. If they aren't, Members or the principal may not be able to rely on those conditions in the event of problems later on.

There are particular rules that apply to package holidays. The agent or the organiser needs to make sure that:

- The client receives a copy or confirmation of the contract on a durable medium, when the contract is concluded, or without undue delay afterwards
- This is to be a paper copy, if requested by the Client and it can be handed to them (e.g. the booking is made in a shop)
- It should be a paper copy, if the booking is made off-premises, unless the Client agrees to another durable medium.

Health Requirements

Code 2F Members shall, before a contract is made, inform their Clients of health requirements that are compulsory for the journeys to be undertaken. Members must also advise Clients travelling abroad to check recommended practice with their GP, practice nurse or travel health clinic.

Members should make sure that clients are made aware of compulsory vaccinations etc. Clients should be advised to seek advice on recommended vaccinations and precautions from a health professional - either a GP, a practice nurse, a pharmacist or a travel health clinic - ideally at least eight weeks before departure. Further travel health advice can be found on www.fitfortravel.nhs.uk and www.travelhealthpro.org.uk and information

on how to get medical treatment abroad, and how to get reduced-cost and sometimes free medical treatment in Europe, can be found in the NHS leaflet Health Advice for Travellers.

Passport and Visa Information

Code 2G Members shall, before a contract is made, advise their Clients of passport, visa and other entry and transit requirements for the journeys to be undertaken where it is reasonably practicable for the Members to obtain this information. In other cases, Members shall offer Clients reasonable assistance in obtaining such information. Members should also inform their Clients that passport and visa requirements can change before departure and that they should regularly familiarise themselves with the requirements.

If a client doesn't have the right passport or visa, they won't be going on their holiday. This will immediately give rise to a complaint and a demand for compensation.

The passport and visa requirements for specific countries can be complex and subject to change at short notice. Members aren't, therefore, expected to have an encyclopaedic knowledge of these things. Neither are they expected to delve into the history and background of their client to determine whether they will be able to get a visa or to travel visa-free. These are matters for the relevant embassy or consulate.

Members are, however, expected to give general information about these matters and to be able to point the client in the right direction to allow them to get full information.

More detailed information, including what Members need to advise regarding travel to the USA and the ESTA scheme, can be found in our guidance note *Passports & Visas*.

Passport and Visa

- Give correct general information
- If the information's generally available and it's reasonable that you know about it, Members will be expected to tell the client
- Ask what type of passports clients hold
- Tell clients how to find out more from the relevant embassy

Foreign, Commonwealth & Development Office (FCDO) Advice

Code 2H Members shall, before a contract is made, advise their Clients of the availability of any advice issued by the Foreign, Commonwealth & Development Office. This can be viewed at www.gov.uk/foreign-travel-advice.

Some advice on what Members need to do:

1. Websites

Websites should carry a link, to www.gov.uk/foreign-travel-advice. This must be visible and easy to find. It mustn't be in terms and conditions or behind "general information" or "useful information" or "Useful links" or "About Us" or similar. The Code of Conduct Committee considers that consumers should not have to hunt around for the link. It should be easily available and visible, for example, from the website homepage or destination pages, so that the consumer can use the information to make an informed choice of holiday options at an early stage, before they are committed to a specific destination or property.

It must be clear what it is: it shouldn't be called simply "FCDO advice", for example, as this is unlikely to mean anything to a consumer. "Essential travel advice" would be more meaningful. It's best to be as informative as possible. The FCDO's recommended wording in its Travel Aware campaign is: "For the latest travel advice from the Foreign, Commonwealth & Development Office click here". Members could also use "For the latest travel advice from the Foreign, Commonwealth & Development Office including security and local laws, plus passport and visa information click here".

It's recommended that Members also include a note that the advice can change and consumers should continue to check it until they travel.

If Members are partners of the Travel Aware campaign by the FCDO, they must use the recommended wording and the Travel Aware logo.

2. Brochures

Brochures must state that FCDO advice is available and direct consumers to www.gov.uk/foreign-travel-advice. This must be stated separately in a prominent place, and not just in the booking conditions. Members should use clear and informative wording to describe what it is. For example: The Foreign, Commonwealth & Development Office issues essential travel advice on destinations, which includes information on passports, visas, health, safety and security and more. Make sure you have a look at www.gov.uk/foreign-travel-advice

It's recommended that Members also include a note that the advice can change and consumers should continue to check it until they travel.

3. Speaking to customers on the phone or in shops

Members must inform customers that advice on destinations is available from the Foreign, Commonwealth & Development Office (FCDO) and this can be found on its website at www.gov.uk/foreign-travel-advice. Alternatively, Members can offer to read out the relevant information to the customer.

The advice covers matters such as safety and security, health, visa requirements and local laws.

Customers must always be told about the advice before they confirm a booking, but Members might want to introduce it at an early point in the sales process, so that customers are fully informed and happy with their choice of destination.

It's recommended that Members also tell customers that the advice can change and that they should continue to check it until they travel.

Further information to help answer questions on the safety and security of destinations:

The FCDO advice is the best source of up-to-date information. The best thing consumers can do is look at it And decide whether they're comfortable.

The FCDO will advise against travel to a country or region if it judges this to be appropriate. If it doesn't advise against travel, then consumers should read the advice so that they're informed and can follow the FCDO's advice on how to stay safe.

The FCDO states: "... our travel advice always puts your safety first. We try to make objective judgements and we will advise against all or all but essential travel when we judge that the level of risk is unacceptably high."

NB. If the FCDO advises against travel

If the FCDO advises against travel in any way to a destination you're selling to consumers, Members must do more to bring the FCDO advice to their clients' attention. Members must ensure that, before they make a booking, they're aware of the specific advice against travel.

Building Works

Code 2I Members shall ensure that all prospective Clients are alerted to any building works which may reasonably be considered to seriously impair the enjoyment of Travel Arrangements and provide them with accurate information about the extent of the building works.

Not all building works are within the scope of the Code of Conduct. There'll always be minor refurbishment and maintenance being carried out at properties and most of these won't affect the client's holiday. There's no requirement under the Code of Conduct to notify clients of works like these.

However, where the works are likely to seriously impair the client's enjoyment of the holiday, they should be told about them before the holiday's booked. Members should provide them with accurate information about the building works so that the client's able to decide whether or not to continue with the booking.

Members should ensure that they have systems in place to find out about building works. For retailers this will generally mean that they should check any errata or system notes placed by the principal. For principals it'll mean having adequate processes in place to ensure that they're notified by the properties or by resort staff of any building works that are being carried out and their likely impact on clients' holidays.

Building works

- If serious, client must be informed
- Agents - check errata or system notes
- Includes building work around or near the accommodation

It should be remembered that it's not only building works within the property that can affect the client. Building works in adjoining properties or to adjacent streets can also seriously impair a client's holiday. The fact that the Member or supplier has no control over these works doesn't mean that clients shouldn't be notified of them.

Travel Insurance

Code 2J Members shall, before a contract is made, draw their Clients' attention to the advisability of obtaining travel insurance.

Members should always make clients aware that it's important that they purchase travel insurance to protect themselves against the need to cancel the holiday in certain circumstances and to provide assistance if they're injured or ill at their destination.

In fact, package holiday organisers are required under the Package Travel Regulations to provide the traveller, before they make a booking, with information on insurance to cover the cost of cancellation and assistance, including repatriation, in the event of accident, illness or death.

Whether or not Members can sell such insurance is dependent upon whether they're properly authorised to do so. Selling or advising on travel insurance is an activity regulated by the Financial Conduct Authority (FCA). There is more information on the ways in which Members can be authorised and other options open to them in the Guidance Note on our website *Regulation of the Sale of Connected Travel Insurance*.

In brief, in order to sell or advise on travel insurance, Members need to be authorised by the FCA, or be appointed as a representative of an authorised firm. If you aren't in either of these categories then all you are permitted to do is give general advice such as telling clients that they should take out adequate insurance cover, and provide leaflets for insurance providers. You mustn't go further and make recommendations about specific policies or specific clients' needs.

Members should also be aware that selling a holiday which includes non-optional insurance is also a regulated activity and this may mean that, unless you're authorised, you may not sell that holiday.

Further details about FCA regulation can be obtained at www.fca.org.uk.

Code 2K Members shall ensure that any insurance policy issued to a Client is appropriate for the Client's requirements in relation to the nature of travel booked and any hazardous activities that may be undertaken that are known to the Member.

For example, if Members book a client onto a skiing holiday, they must ensure that the insurance covers all the activities that the client's likely to carry out on that holiday. If the policy doesn't cover certain activities that the client might expect to be covered Members should make sure that this is brought to the attention of the client, preferably in writing.

Code 2M Members shall ensure that Clients are given, without delay, a document showing the effective start date of cover, the premium paid and the insurance company's name, address and reference number. Principals should provide full written details of cover with the confirmation invoice, or where there is insufficient time to issue a confirmation, provide this to Clients with tickets and documentation provided at the point of departure.

Principals are responsible for this where the insurance is arranged through them. However, if agents are selling a policy to a client that isn't arranged through the principal, then the agent must provide the documents. Agents should work on the basis that carrying this out within 48 hours of the booking would usually be what's necessary to satisfy without delay.

Where a client's insured under a master policy held by the principal under which cover is provided as soon as a confirmation invoice is issued, then the confirmation invoice will provide evidence of cover. Where the effective start date of cover is other than the date of issue of the confirmation invoice, this must be clearly indicated in writing to the client.

Written details of cover and claims procedures including an emergency contact number shall normally be given to clients prior to departure.

If the client doesn't take the insurance offered by the retailer or the principal, the details of the client's insurance policy should be obtained and passed onto the principal to assist in the event of any difficulties at the destination.

If the client refuses to take insurance and refuses to provide details of an alternative policy, the client should be asked to sign a statement to the effect that they've been made aware of the availability of travel insurance and have chosen to make their own arrangements or to travel without insurance.

If a principal requires that clients are covered by an insurance policy, retailers must ensure that they provide details of the client's policy to the principal. If the client refuses to take out insurance or refuses to disclose details, the retailer must inform the principal before the booking is confirmed to seek instructions as to whether or not to make the booking.

Documentary Requirements

Code 2Q Members shall issue and pass on the correct receipts, confirmations, tickets and other relevant documents relating to the Travel Arrangements booked as soon as reasonably practicable. Tickets, unless required to be sent out immediately, must be with Clients a reasonable time before departure.

The following information will help Members to issue the correct documents for their Clients. These should be issued as soon as reasonably practicable, however note that there are legal requirements for ATOL bookings. Agents and ATOL holders need to ensure that clients are provided with the correct ATOL Certificates immediately that payment is made and ATOL holders selling package holidays need to ensure that clients receive a Confirmation within three days.

The Code of Conduct Committee will have these limits in mind when assessing whether a Member has complied with the Code.

1. Agents

Receipts

Agents should always issue to the client a receipt for the travel arrangements sold, showing their full corporate name and address, the name of the principal that's providing the travel arrangements, a statement that the agent acts as agent for that principal, and the amount paid for those travel arrangements.

Remember also that it's an ABTA requirement that receipts contain the statement:
Important Notice. This is an important document. You should retain this as you will need it if your travel arrangements are protected under a scheme of financial protection and you need to make a claim.

Members acting as agent for more than one principal should ensure that they issue to the client a separate receipt for each of the travel arrangements sold.

For ATOL protected products, the receipt needs to:

- State the name and ATOL number of the ATOL holder;
- Identify which part of the money taken is protected by the principal ATOL holder's ATOL and which, if any, is not;
- Contain this statement:
*"Your Financial Protection
When you buy an ATOL protected flight or flight inclusive package from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong."*

When selling flights which aren't ATOL protected this needs to be clear on the receipt; see Airline Ticket Agent and Flight Sales Where You Fully Pay the Airline at Time of Booking, below.

Principals' documents

Agents must also pass on to the client any documentation from the principal. They shouldn't materially alter, amend, or delete any part of any principal's documentation or fail to pass on any documentation from a principal intended for the client.

ATOL Certificates

Agents need to issue ATOL Certificates in certain circumstances:

When acting as agent for an ATOL holder, or

Selling, under their own ATOL, a package holiday they've organised, or

Selling a linked travel arrangement that includes a flight that is ATOL protected

There are four types of ATOL Certificate and the correct one must be issued: package (single contract), package (multi contract), Flight Inclusive Day Trip or flight only. The Certificate might be provided by the ATOL holder or the agent might issue their own (e.g. when they create their own package).

The Certificate must be handed to the client if they're present or sent to them by electronic communication, at the time that they make payment. If the client isn't present, it must be immediately emailed to them (or immediately sent by equivalent electronic means). In the case of a client that books by phone, the Certificate must be immediately emailed or posted to them.

The ATOL Certificate must be in the format set out in Section 1.3 of the CAA's Official Record Series 3 at www.caa.co.uk/ORS3. The content must be completed as required. The specific format includes the yellow background. However, if the document is being distributed in hard copy, these may be supplied in black and white.

Much more information on completing the Certificate is available from the CAA, go to www.caa.co.uk

Airline Ticket Agent

When the agent is acting as an Airline Ticket Agent, no ATOL Certificate will be issued. (An Airline Ticket Agent is, broadly, an agent authorised by IATA, or by an agency agreement from the airline, to issue tickets).

The agent must, when taking payment from the client, give them the ticket or e-ticket details. This must be sent to them electronically immediately. If they're present, it can be handed to them. If the client has booked over the phone, the ticket or e-ticket can be posted to them immediately.

The receipt must state:

“This flight is sold as Agent of the Airline(s) named on the ticket and is not protected under the ATOL scheme.”

Flight Sales Where the Airline is Fully Paid at Time of Booking

If agents fall within this exemption from ATOL, where they sell a seat-only and pay the airline in full at the time of booking and the airline immediately issues a confirmed ticket, the receipt must state:

“This sale is not protected under the ATOL scheme.” You don’t issue an ATOL Certificate.

ATOL Package Holiday Confirmations

When a Member sells a package holiday under their ATOL, they must make sure that they issue an ATOL package confirmation containing the correct information. The client must receive this within 3 days of them making payment.

The ATOL package confirmation must contain (except to the extent that these have already been given to the Client pursuant to the obligations under the Package Travel and Linked Travel Arrangements Regulations 2018):

- Lead name
- Flight times
- Flight numbers
- Departure and arrival airports
- Name of air carrier (i.e. airline)
- Name and location of accommodation
- Other ground arrangements e.g. car hire, transfer, tours, entrance tickets
- Total price of package
- The unique reference number of the relevant ATOL Certificate

If any of the information on the 'Confirmation' changes, the ATOL holder must produce a revised Confirmation, which must be received by the consumer as soon as possible. The Confirmation must make it clear that it is a revised Confirmation.

2. Principals

Confirmations

Principals should always issue to the client a confirmation document showing their full corporate name and address and the amount paid for the travel arrangements. This should reach the client within a reasonable time frame. The confirmation is likely to be important in forming a contract with the client.

Remember also that it’s an ABTA requirement that the confirmation contains the statement:

Important Notice. This is an important document. You should retain this as you will need it if your travel arrangements are protected under a scheme of financial protection and you need to make a claim.

When selling an ATOL product, the confirmation must show the company’s name and ATOL number and carry the following statement:

“Your Financial Protection

When you buy an ATOL protected flight or flight inclusive package from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.”

ATOL Package Holiday Confirmations

When selling a package holiday under an ATOL the Member must make sure that they issue an ATOL package confirmation containing the correct information. The client must receive this within 3 days of them making payment. (If an agent takes a booking for a package on your behalf, you must issue an ATOL package confirmation to the agent and the agent must pass it to the client, within this 3 days.)

The ATOL package confirmation must contain (except to the extent that these have already been given to the Client pursuant to your obligations under the Package Travel and Linked Travel Arrangements Regulations 2018):

- Lead name
- Flight times
- Flight numbers
- Departure and arrival airports
- Name of air carrier (i.e. airline)
- Name and location of accommodation
- Other ground arrangements e.g. car hire, transfer, tours, entrance tickets
- Total price of package
- The unique reference number of the relevant ATOL Certificate

If any of the information on the 'Confirmation' changes, the ATOL holder must produce a revised Confirmation which must be received by the consumer as soon as possible. The Confirmation must make it clear that it is a revised Confirmation.

ATOL Certificates

ATOL holders must issue to the client an ATOL Certificate immediately they accept payment. They must issue the correct Certificate: package (single contract), package (multi contract), Flight Inclusive Day Trip or flight only.

If they're selling through an agent, then they must give the Certificate to the client. The ATOL holder will need to decide if they're going to create it, or if they'll allow the agent to create it on their behalf.

If the Client is present, the Certificate must be handed to them or emailed at the time payment is taken. If they're not present, it must be immediately emailed to them (or immediately sent by equivalent electronic means). In the case of a client that books by phone, the Certificate must be immediately emailed or posted to them.

The ATOL Certificate must be in the format set out in Section 1.3 of the CAA's Official Record Series 3 at www.caa.co.uk/ORS3. The content must be completed as required. The specific format includes the yellow background. However, if the document is being distributed in hard copy, these may be supplied in black and white.

Much more information on completing and distributing the Certificate, and templates for the Certificate, is available from the CAA, go to www.caa.co.uk

Tickets

Tickets, or e-ticket details as appropriate, should be passed on to the agent by the principal without delay to enable them to pass these to the client a reasonable period before departure. If a client has booked direct with the principal, the principal should pass on tickets or e-ticket details a reasonable period before departure.

The Code of Conduct Committee would normally regard a period of more than 14 days before departure to be sufficient time to send tickets and relevant documents to the agent or client.

Sale of flights on airlines included on the Air Safety List

Code 2R Members shall ensure that before they sell Travel Arrangements to a Client that includes a flight on the EU Air Safety List, inform the Client that the airline is on that list.

The EU maintains a list of airlines that are banned from operating in the EU due to safety concerns. It is available online at http://ec.europa.eu/transport/modes/air/safety/air-ban/index_en.htm

These airlines don't fly within the EU, but they do fly outside it e.g. internal flights in Nepal.

Clients should be told at the time of booking if any of the airlines they'll be flying on is on the list, so they can make an informed choice whether to proceed.

Tour operators that organise Travel Arrangements that include such airlines should provide this information to Clients. Agents should ensure that they draw their Clients' attention to the tour operators' information, or if they put together itineraries themselves that include banned airlines they should ensure that they check the list and tell the Client.

If the airline isn't known at the time of booking, the Client should be given the information when the airline name is known.

Members are reminded that there are additionally current legal obligations from the EU Regulation on the Identity of the Operating Carrier:

Travel agents and tour operators must tell their Clients:

- a. the name of the airline(s) they'll be flying on and
- b. the fact that there is an EU blacklist they can check.

And tour operators must offer their Clients the right of reimbursement or re-routing if:

- the airline is, after booking, entered onto the blacklist; or
- the airline, after booking, is replaced with one that is on the blacklist.

3. Between Booking and Travel

Changes to the Booking

Once a booking has been made changes may be made to it by the client or the principal/ package organiser or by other circumstances that affect the booking. It's important that both parties understand the impact of any changes so that no misunderstandings arise. It's at this stage that the importance of correct and clear information prior to booking can become apparent.

It's important to distinguish between changes that might be considered minor changes and those which might be considered major or significant changes or, even, a cancellation.

Where a change is a minor change Members should notify clients but there's no requirement under the Code of Conduct for them to offer any alternative arrangements, refunds or compensation.

Where a change is a significant change or a cancellation of the booking, however, there are rules that must be followed in order to comply with the Code of Conduct.

When should changes not be made?

Code 3A Members shall not cancel Travel Arrangements after the balance due date unless:

- i) it is necessary to do so as a result of unavoidable and extraordinary circumstances, or
- ii) the Client defaults in payment of the balance, or
- iii) the number of persons enrolled for a Package is smaller than the minimum number stated in the contract and the Organiser notifies the Client within the period fixed in the contract and in accordance with the Package Travel and Linked Travel Arrangements Regulations 2018.

Code 3D Members shall not make a significant alteration to Travel Arrangements less than 14 days before the departure date of the Travel Arrangements unless constrained to do so as a result of circumstances beyond their control.

Members who are a principal or package organiser shouldn't cancel travel arrangements after the balance due date. They shouldn't make a significant change to the booking less than 14 days before the date of departure.

The exceptions to this are set out in the clauses.

Unavoidable and extraordinary circumstances means a situation beyond your control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

If Members cancel because their minimum number isn't reached, they'll not be in breach of 3A if they let the client know within the time period indicated in the holiday description, and within the time limits set out in the Regulations, which are:

not later than—

- (i) in the case of trips lasting more than 6 days, 20 days before the start of the package;
- (ii) in the case of trips lasting between 2 and 6 days, 7 days before the start of the package;
- (iii) in the case of trips lasting less than 2 days, 48 hours before the start of the package.

Clients' options on cancellation or significant change

If there is a significant change to a booking or cancellation (other than by the client), Members must, without undue delay offer clients a choice of an alternative comparable holiday (if available) or their money back. This must be a genuine choice. Members shouldn't offer an alternative holiday first and then, only if the client complains, agree to a refund.

If a Member makes a significant change to a package holiday there is certain information they must give their Clients:

- (a) what the proposed changes are and their impact on the price of the package (if any);
- (b) a reasonable period within which the Client must inform the Member whether they accept that change or want to cancel;
- (c) the consequences of the Client's failure to respond within the period; and
- (d) any substitute package, of an equivalent or higher quality, if possible, offered to the Client and its price.

In terms of the alternative that Members need to offer, the following guidelines may be helpful. Members need to offer an alternative of equivalent quality, i.e. closely similar standard and price if they are able to. This should be at no extra cost to the client. If they can't, then they should offer an alternative of higher quality if they are able to. Again, they shouldn't ask the client to pay more for this. However Members aren't obliged to offer a holiday that's so far superior as not to be a genuine substitute. If they can't then they can offer a replacement of a lower quality. Members need to refund the client the difference in cost if the client takes this alternative.

If, following a significant change or a cancellation, an alternative can't be arranged for the client and they accept a refund, Members might also have to offer compensation. This applies if the Client is notified of the significant change or cancellation after the balance due date, and unless the reason for the significant change or the cancellation is circumstances beyond the control of the Member.

What is a Significant Change or a Cancellation?

The above rules don't apply to all changes, only to significant changes and cancellations. It's sometimes difficult to decide whether a change is a significant change or a cancellation or whether it's simply a minor change. The distinction is, however, very important.

When considering whether travel arrangements have been significantly changed or cancelled, you must look at all the circumstances of the particular case. It's possible to draw up some guidelines and these are set out below but you must remember that they might not be appropriate for all cases and other changes may also be considered cancellations or significant changes.

The Code of Conduct Committee will decide each case on an individual basis and might consider specific circumstances to amount to a significant change or a cancellation where, in a different case with different facts, those same circumstances might be considered a minor change.

Cancellation

The Code of Conduct Committee is likely to regard a tour, holiday or other travel arrangement as having been cancelled if it's changed in such a way that the revised arrangements amount to the substitution of an entirely different tour, holiday or travel arrangements.

The Committee will normally regard the following as examples of changes amounting to cancellations, which therefore can't be made after the date when payment of the balance price becomes due:

- a change of resort to one in a different country;
- a change in type of accommodation so that the holiday is fundamentally altered in nature;
- a change of flight time or delay of flight of more than 24 hours (in respect of a 14-day duration. A change of flight time less than 24 hours may still be regarded as a cancellation in respect of a lesser duration);
- a change of itinerary omitting a main advertised place or event;
- increased cost other than surcharges levied in accordance with the Code.

Significant Change

The Code of Conduct Committee is likely to regard a tour, holiday or other travel arrangement as having been significantly changed if it's changed in such a way that the revised arrangements, although not amounting to a cancellation, nevertheless involve the client receiving travel arrangements that can't reasonably be considered the same as those initially booked, including, for package holidays, situations where the Foreign, Commonwealth & Development Office (FCDO) advises against all travel, or against all but essential travel to the destination and this is current at the due date of departure. (See the note below for further information on the issue of FCDO advice).

The Committee will normally regard the following as examples of changes amounting to significant changes, which therefore cannot be made during the last 14 days before departure:

- a change of resort;
- a change of accommodation to that of a lower category and/or price;
- a change of flight time or delay of flight of more than 12 hours (in respect of a 14-day duration. A change of flight time less than 12 hours may still be regarded as a significant change in respect of a lesser duration) or involving a reduction in time spent at the resort which is significant in relation to the length of the holiday (see note below);
- a change of airport that's inconvenient to the client.

Note regarding changes to flight times:

- (i) For holidays of fewer than 14 days, a change of less than 12 hours can still be a significant change. As the guidance states above, cases need to be considered on an individual basis. This is true even if the Member's booking conditions state that a significant change is a change of more than 12 hours. The Committee will consider not just the number of hours by which the flight time has changed. A change of 5 hours is unlikely to be significant if it moves the flight from 8am to 1pm, but may well be significant if it moves it from 10am to 5am. The case as a whole should be considered and other factors must be taken into account, such as whether the flight has changed from a day to a night departure; whether the flight time has become more inconvenient in another way e.g. very early check-in or very late arrival in resort; whether the client would be forced to take additional time off work at the start or end of the holiday; whether the client will be put to additional expense e.g. the check-in is now very early in the morning and they have to stay in an airport hotel overnight; and whether the client has to change their planned travel to the airport as a result of the change. The length of the holiday is also very important because if there's a loss of time spent in resort that is significant in relation to the length of the holiday then it will be a significant change, as made clear in the bullet points above.
- (ii) In respect of flight delays on the day of departure, if the delay is long enough to mean a significant change to the travel arrangements, then clients are entitled to have a refund. Members aren't obliged to pro-actively offer a refund to clients waiting at the airport, but if a client requests it this should be granted by the Member.

The Code of Conduct Committee is likely to regard a Member as in breach of clause 3E if a full refund is not provided when requested by a client. The refund should be provided in line with the time limits set out in clause 6H of the Code of Conduct.

Note regarding the Package Travel Regulations:

(i) Significant changes

The Package Travel Regulations 2018 set out a list of what will be significant changes to package holidays for the purposes of the Regulations. In effect, a significant change to a characteristic of the holiday means that organisers must offer a refund. However, the Code of Conduct Committee, when deciding if there has been a breach of the Code, will make a judgement looking at the holiday as a whole. If the change to an aspect of the holiday doesn't significantly change the holiday as a whole it won't be a significant change.

For example, the Regulations say that a significant change to the excursions included in the price of the package is a significant change. In some cases, such a change could significantly change the holiday as a whole, for example if an excursion that was one of the main features of the holiday is cancelled. However in some cases it would not, for example if the excursion is moved to a different day of the holiday, or it is replaced with a different excursion which is equally acceptable to the client.

(ii) Special requests

Note that the Regulations state that it's a significant change if organisers make a change to "any special requirements of the traveller which you have accepted". When it comes to special requests, Members should make sure that it's clear whether they are accepting them, or treating them as not guaranteed or similar. The Code of Conduct Committee will regard it as a significant change to the holiday, which means Members have to offer a refund, if they can't provide a special request that they have accepted.

Note regarding FCDO advice against travel and the Covid-19 pandemic:

The Code of Conduct Committee is likely to regard a holiday having been significantly changed for the purposes of Clause 3E of the Code of Conduct if it's changed in such a way that the revised arrangements, although not amounting to a cancellation, involve the client receiving travel arrangements that can't reasonably be considered the same as those initially booked, including, for package holidays, situations where the Foreign, Commonwealth & Development Office (FCDO) advises against all travel, or against all but essential travel to the destination and this is current at the due date of departure.

In such cases the Committee would expect the customer to be offered a full refund.

If a Member refuses to offer a full refund in such circumstances, the Committee will consider whether there is any reason why a refund should not be payable.

If the Committee receives complaints from clients who say that they believed that would receive a refund in these circumstances, it is likely that they will find that a refund is due. If a Member wishes to assert that a refund is not due the Committee will require clear evidence that the client understood that they were entering into a booking on the basis that there would not be a right to a refund in the particular circumstances and the consequences of that.

In such cases, the Committee will consider how clearly and prominently the refund policy was set out in the contract. The Committee will consider how clearly it was brought to the client's attention before they booked and whether the client did expressly and specifically agree to the policy.

Members are warned that the above guidance does not bind the courts or any other regulator. For package holidays, clients will always have the right to a refund if [Regulation 12\(7\)](#) of The Package Travel and Linked Travel Arrangements Regulations 2018 applies.

Any contract terms you use to agree with your client that you won't pay a full refund in the event of FCDO advice against travel affecting their package holiday may be void as unfair under the Consumer Rights Act 2015 and could potentially breach the requirements of professional diligence under the Consumer Protection from Unfair Trading Regulations 2008.

Overbooking

Code 3H Members shall take all reasonable steps to ensure that Travel Arrangements are not cancelled or altered as a result of overbooking.

If travel arrangements are overbooked and the Members, as the principal or package organiser, knows this before the departure of the affected clients, they should immediately inform those clients.

Where travel arrangements are cancelled or altered as a result of overbooking the onus is on the principal/package organiser to show that the overbooking in question occurred for reasons beyond their control.

Where a principal/package organiser can show that an overbooking has occurred for reasons beyond their control and which they couldn't have prevented, they're unlikely to be held in breach of this part of the Code of Conduct. Depending on the result of the overbooking, however, the principal/package organiser may be in breach of the provisions relating to significant changes or cancellations if, for example, the overbooking resulted in a significant change to the booking within 14 days of departure.

Overbooking

- If the Member's supplier is to blame, the Members should provide evidence of this
- Even if a supplier is to blame, if the overbooking causes a significant change or cancellation, Members must follow 3A, B, D, E and F of the Code

Surcharges

Code 3J Members shall, when selling Packages, comply with the Package Travel and Linked Travel Arrangements Regulations 2018, including the rule against surcharging inside 20 days of departure; and the obligation to offer the client the chance to cancel the Package and receive a refund where the price increase exceeds 8% of the price of the Package; and the obligation to provide the Client with a price reduction where a right to surcharge is reserved and any of the relevant costs reduce. In addition Members shall absorb an amount equal to 2% of the holiday cost before passing on any surcharge.

Surcharging refers to changing the price after the client has booked. It shouldn't be confused with supplements added before a client books, or with charges levied for amendments or additional services.

A package organiser's ability to pass on surcharges is governed by the Package Travel and Linked Travel Arrangements Regulations (the PTRs) and the ABTA Code of Conduct.

There are three types of increases to Members' costs for which they can ask Clients to pay a surcharge:

- (i) the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- (ii) the level of taxes or fees on the travel services included in the contract imposed by third parties not directly involved in the performance of the package, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and
- (iii) the exchange rates relevant to the package;

In order to be able to surcharge, booking conditions must:

- state that the company reserves the right to surcharge
- only mention the three surchargeable items
- state how the revisions are to be calculated
- provide that the client has the right to a price reduction corresponding to any decrease in the costs

In order to apply a surcharge Members must:

- absorb an amount equal to 2% of the client's original holiday cost, before passing an increase on.
- Notify the client at least 20 days before departure, with a justification for the increase and a calculation.

The client is entitled to a refund if:

- the surcharge comes to more than 8% of the original holiday cost, after the absorption of the 2%.

Members must inform clients that they can choose to pay the surcharge, or cancel and receive a full refund. If they cancel, Members can offer an alternative Package (with a price reduction if it is of lower quality or cost than the original Package) or provide a refund, which should be made within 14 days.

- there's a reduction in the costs for which Members reserve the right to surcharge

If this occurs, Members may deduct administrative expenses from any refund owed. If the Client request it, Members must provide proof of any expenses so deducted.

We have a recommended surcharge clause in our model package holiday booking conditions, and a spreadsheet to help Members calculate a surcharge. Look on www.abta.com or contact us.

4. After Departure

Changes after Departure

Code 4A Principals and Organisers shall, where they make a significant alteration to or cancel Travel Arrangements after departure, ensure that suitable alternative arrangements are made at no extra cost to Clients.

The action to be taken if changes are made to travel arrangements once the client has departed will depend largely on the type of travel arrangements and the changes made to them. It should be remembered as well that it's only changes to the actual travel arrangements that the principal has agreed to provide under the contract

that are relevant. If changes occur to other services that the principal didn't agree to provide under its contract with the client then these are not relevant for the purposes of the Code of Conduct, even if they have a knock-on effect on those services.

As with changes before departure, a distinction must be made between changes of a minor nature and those of a significant nature or those that might amount to a cancellation of the travel arrangements originally booked.

Clients should be notified of changes of a minor nature but Members aren't required to offer any other specific assistance.

If changes are significant or amount to a cancellation, however, Members will be required to make suitable alternative arrangements at no extra cost to the client. Examples of significant changes could be:

- Your client's accommodation is no longer available for any reason
- You're unable to provide a significant part of the booked services e.g. the cancellation of a main advertised feature of the holiday or trip.

If the alternative is of lower quality than the original holiday, Members need to also provide the appropriate price reduction.

If the travel arrangements constituted a package holiday that included transport, then if it is impossible to make suitable alternative arrangements or where these are not accepted by Clients because they are not comparable to the original Travel Arrangements or the price reduction offered is inadequate the Organiser will have to take the client back to the point of departure or to another place to which Clients have agreed.

Code 4C Principals and Organisers shall where appropriate compensate Clients.

If the client is returned home in the circumstances mentioned above, compensation will be due for the part of the holiday that was lost, unless the change or cancellation arose as a result of unavoidable and extraordinary circumstances, which means a situation beyond the control of the Member and the consequences of which could not have been avoided even if all reasonable measures had been taken.

Code 4D Principals and Organisers shall give appropriate assistance without undue delay to a Client in difficulty, taking into account any passenger rights legislation or international conventions.

Members selling package holidays have certain obligations under the Package Travel Regulations.

If the Client is in difficulty and the Member is asked to help, the Member must give appropriate assistance by providing information on health services, local authorities and consular assistance; assisting the Client to make distance communications; and helping the Client to find alternative travel arrangements. Members can charge a fee if the difficulty is caused intentionally or negligently by the Client.

If the Client's return travel can't go ahead because of unavoidable and extraordinary circumstances, and the Client needs accommodation while waiting to return home, Members that have organised package holidays must pay for the accommodation. It should be of equivalent category if possible and the obligation to pay is for a maximum of 3 nights.

The 3-night limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, as well as persons in need of specific medical assistance, provided that the organiser has been notified of their particular needs at least 48 hours before the start of the package.

Other passenger rights legislation must be taken into account, such as EU Regulation 261, which applies to flights and places an unlimited obligation on airlines to accommodate their clients in certain circumstances where flights are cancelled or delayed.

5. Communications between Members and Clients and ABTA

Communications with Clients

Code 5B Members shall deal with all correspondence with Clients as promptly as possible and, in any event, within the following time limits:

- (i) an acknowledgement shall be sent not later than 14 days from the date of receipt of correspondence and
- (ii) a detailed reply, or a reply containing a detailed explanation for any delay, shall be sent not later than 28 days from the date of receipt of correspondence.

Very often, complaints from consumers can be resolved very quickly and amicably where Members respond promptly to the complaint. On the other hand, complaints which might start out as relatively minor can escalate if the client feels that they're being ignored or that their complaint isn't being dealt with properly.

The time limits in the Code of Conduct for responding to correspondence from clients should be adequate to allow Members to investigate the complaint properly and to provide a full response. Most Members will be able to respond much more quickly.

If Members can't provide a full response within those time limits because, for example, they have to get reports from resort, they should let the client know and explain what's happening. Again, nothing's more likely to escalate a minor problem into a major complaint than a client who feels that they're being ignored.

After a Member has written to the client to explain the delay, they must send a full response as soon as possible after that. Once they go over 28 days without providing a full response, they are in breach of the Code and should act quickly to avoid a possible sanction.

Many times Members will deal with communications by telephone and, if so, they should ensure that they keep a written record of the conversation as this may be needed later if the contents of the conversation, or the fact that the conversation took place, become disputed.

The requirements in the Code of Conduct apply to both pre- and post- departure correspondence.

Injury and illness claims

Please note that for injury and illness cases, there are specific procedures set out by the Courts: the Pre-action protocol for personal injury claims and the Pre-action protocol for resolution of package travel claims. The time periods for replying to claims set out in these differ to the Code's. The protocols currently give 42 days for acknowledgement and a further 6 months for investigation and reply in claims concerning personal injury that occurs overseas and gastric illness contracted during a package holiday.

NB

1. Members should inform their clients whenever they are working to the Protocol time limits rather than the Code's 28 days
2. If a client's complaint includes both injury and non-injury matters, such as about the quality of the holiday, Members shall answer the non-injury points within the 28-day period, and can follow the Protocol in respect of the injury claim.

Who is responsible for dealing with the complaint?

Generally, the principal. If the complaint is about the holiday or travel arrangements, then this is the case. The principal is the company that's named on the agent's receipt. If the agent hasn't disclosed who the principal is, or has put together a package themselves, then it's the agent that's responsible. The other way an agent can be responsible is if the complaint is actually about the service provided by the agent in making the booking. Where the complaint is for the principal to deal with, agents should assist their clients and pass the complaint on immediately, ensuring that they also try to deal with minor problems themselves.

As well as getting a response out within the 28-day rule, both principals and agents have an obligation under the Code of Conduct (Clause 5D) to resolve disputes with clients.

What if the Client has taken a long time to send in their complaint?

If a client raises a complaint on return from holiday, Members can't refuse to deal with it if it hasn't come in promptly. There isn't a set time within which clients must complain. But if it's months late, Members can take that into account as the matter will be harder to investigate. Any compensation due can be reduced.

What if Members can't resolve it with the Client?

Clients have two main options to pursue their complaints if they aren't satisfied with any offer made by Members. They can start a claim in their local court, or they can use ABTA's approved Alternative Dispute Resolution (ADR) scheme, which is available on our website www.abta.com.

If a Member has dealt with the complaint as far as they want to, the client must decide whether they want to take it further through court or ADR. Members have no obligation to keep answering correspondence from the client if they've made every effort to answer all parts of the complaint and made a reasonable offer to the client if appropriate.

When they reach the end of the road with a complaint, Members should tell the client that they have the option of ABTA's approved ADR. Members should send clients a letter or an email to say that they can go to www.abta.com to access ADR. Our suggested wording is:

Unfortunately, we haven't been able to settle your complaint.

Our membership of ABTA means that you have access to ABTA's dispute resolution process, which has been approved by the Chartered Trading Standards Institute. This is designed to try to resolve your complaint.

Go to www.abta.com for information and to register your complaint.

Correspondence

- 14 days for acknowledgment
- 28 days for full reply
- If you have good reason why you can't reply in 28 days, explain to client
- Keep notes if you deal with a complaint on the phone
- Remember to answer pre-departure letters too

Rules of ABTA's Alternative Dispute Resolution (ADR) Schemes

Code 5F Members shall allow any dispute arising out of an alleged breach of contract or negligence by them to be referred to the arbitration scheme arranged by the Board of Directors. It shall be subject to such time, financial and other restrictions as from time to time shall apply.

Code 5G Members shall comply with the terms, rules and regulations of the dispute resolution schemes offered by ABTA.

ABTA offers a number of alternative dispute resolution (ADR) schemes. They are there to help you, and your clients, and are a cornerstone to the protection that travelling with an ABTA Member offers. Therefore, Members need to follow the rules of the Schemes. Any failure to follow the rules of an ABTA ADR Scheme will be investigated as a possible breach of the ABTA Code of Conduct.

- Initial stage online ADR

If a client contacts ABTA with a complaint about a Member, they will be offered free ADR through our online system. This facilitates communication between the client and the Member and is designed to help resolve disputes. Members will be notified by ABTA that there is a complaint to respond to, and Members must reply within the time limit given. If the complaint progresses, Members must also reply to any further requests, for example any Pre-Action Notice. Failure to reply within the given timeframe could be a breach of clause 5C of the Code which requires Members to reply to ABTA.

If the dispute is not resolved, clients can choose to proceed to the ABTA Arbitration (general complaints) or Conciliation (illness and injury complaints) Schemes.

- Arbitration Scheme

All consumers have the right to bring a claim against an ABTA Member under the ABTA Arbitration Scheme if that claim fits the rules of the Scheme.

The Arbitration Scheme is accessed through ABTA's initial stage online ADR system. Clients must be made aware that, if they can't resolve their complaint with a Member, they can go to www.abta.com to use ABTA's

ADR Scheme. See Standards on Booking Conditions later in this document for a suggested clause for booking conditions.

The Arbitration Scheme doesn't apply to claims for an amount greater than £5,000 per person or £25,000 per booking form, or claims that are about physical injury or illness. The deadline for clients to apply for arbitration is 18 months after the return from holiday.

If an arbitration goes ahead, Members must comply with the rules of the Scheme. For example, Members must submit their Defence to Claim within 28 days. Members must also pay the fee for arbitration when invoiced for this by the arbitration provider. If an arbitrator makes an award against a Member, this must be paid within 21 days, even if the Member doesn't agree with the award.

The Scheme provides a right for either party to have the arbitrator's decision reviewed. Full details are set out in the rules of the Scheme.

More information is available at www.abta.com

- Conciliation Scheme

The ABTA Conciliation Scheme is for disputes related to personal injury and sickness, up to a limit of £10,000 per booking. This Scheme is voluntary and Members can decide whether or not to agree to a client's request to conciliate.

It is a process through which a neutral third party, the Conciliator, seeks to help both sides to a dispute come to a mutually satisfactory settlement by negotiation and compromise. Any settlement agreed only becomes legally binding once the Confirmation of Outcome Statements are signed by both parties.

If a Member agrees to go ahead with a conciliation, it must follow the rules of the Scheme. For example, it must pay the fee when requested. If a binding result is attained, it must comply with it.

More information is available at www.abta.com

Arbitration

- Claimant normally has 18 months to bring a claim
- You must respond to a claim within 28 days
- Any award made must be paid within 21 days

6. General Conduct

Fair Trading and Disrepute

Code 6B Members shall trade fairly; and responsibly; and not conduct their business in any manner that would bring ABTA or its Members into disrepute.

While the Code of Conduct Committee will consider each case on its own merits, it might be useful to note the guidance on the meaning of trading fairly issued by The Office of Fair Trading in the context of the Consumer Protection from Unfair Trading Regulations. Examples of key concepts are that businesses must:

- live up to the standard expected of them by a reasonable person, and
- not lead a consumer to take a different decision, to buy or not buy a product or service, because they haven't been provided with accurate or full information.

Members therefore must be very careful to avoid providing consumers with inaccurate or incomplete information when seeking to attract business or compete with other companies.

Client Refunds

Code 6H Members shall apply for and forward to clients any applicable refund without undue delay.

The Code of Conduct Committee would expect refunds to be sent out within 14 days. For package holidays, 14 days will be regarded as the limit as that is what the law requires. For bookings other than package holidays, it should be 14 days unless there are good reasons why this can't be achieved, although it's acceptable to send the refund in the next monthly reconciliation; it shouldn't take more than 30 days to send out a refund.

Liability Insurance

Code 6I Members shall, if they are Principals or Organisers, ensure that they obtain liability insurance to cover claims made by clients. They shall ensure that evidence that liability insurance has been obtained is supplied to ABTA within 28 days of the commencement of such insurance policy by either completing the Liability Insurance Notification form or by confirmation from their insurance broker. Acceptance by ABTA of such evidence is not an acceptance by ABTA of the adequacy of such insurance.

A Member will be a Principal if they enter into contracts with clients or hold themselves out as being able to enter into contracts with clients. In addition, a Member will be deemed to be a Principal if they have declared principal business to ABTA and have a principal ABTA number.

A Member will be an Organiser if they organise and sell package holidays, as defined in the Package Travel Regulations. A Member might be acting as an agent, but if they are an Organiser they are subject to this requirement to have liability insurance.

It is very important that Members are covered in respect of claims that clients might make against them, for example for injury, which could be sizeable.

This document is intended as a guide only and can't be a substitute for specific advice.

Appendix 1: Standards on Booking Conditions

These Standards on Booking Conditions form part of ABTA's Code of Conduct.

They are for the use of ABTA Members, to assist when preparing booking conditions.

Clause 1B of the Code of Conduct requires you to ensure that your Booking Conditions comply with these Standards.

You can obtain further advice on specific cases from ABTA.

Booking Conditions

You must ensure that your booking conditions comply with all relevant statutory provisions including the Unfair Terms part of the Consumer Rights Act 2015. Where it is reported that you have breached any such statutory provisions, the Code of Conduct Committee retains the right to consider the alleged complaint and to decide if you have or have not breached this Code.

ABTA produces a number of models to help you get your booking conditions right, such as a package holiday model and an accommodation only model. See www.abta.com

You must make sure that all booking conditions and/or insurance details are provided to the Client on or before confirmation of the booking. If you print this information on your booking forms, you must make sure that the Client is given a further copy to keep.

Presentation:

The Consumer Rights Act requires that contract terms are "transparent", which means that they're in plain language and legible and also that consumers are in a position to understand fully what they are agreeing to. The obligations should be clear and any terms that could have a disadvantageous impact on the consumer should be given appropriate prominence.

Therefore, clauses such as your cancellation charges should be prominent. It's a good idea to refer to them in a "key points" summary at the beginning of the booking conditions.

Content:

Information must be given in your booking conditions in relation to each of the following items:

- Payment of deposit and balance due date.
- Confirmation procedure.

- Arrangements for the protection of the Client's money (if any). State the financial protection that applies.
 - If the booking conditions apply to Package sales, it's a requirement that you state the name, address and contact details of the body providing the protection e.g. ABTA, CAA. See our model booking conditions: package holiday (clause 9) for the wording you can use.
 - If the booking conditions apply to sales covered by your ATOL, there are two standard paragraphs required by the CAA, dealing with certain issues in the event of your insolvency, that you must include. See our model booking conditions: package holiday (clause 9) for the wording.
 - If the booking conditions apply to sales covered by ABTA's scheme of financial protection, you must include a clause stating that your Clients agree that, in the event of your insolvency, ABTA may arrange for the travel services to be provided by you to continue, or for a suitable alternative to be provided, or the Client may be required to claim a refund. Also, that the Client agrees to pay any outstanding sums. See our model booking conditions: package holiday (clause 9) for suggested wording you can use.

ABTA's [model booking conditions](http://www.abta.com) are in the Member Zone of www.abta.com, under 'Running your business' then 'Member guidance and Code of Conduct'.

- The price policy, including any provision relating to surcharges.
- Procedures for an alteration to a confirmed booking made by the Client. This must clearly state the amount of, or the basis for calculating, any amendment fees that the Client might incur. If you're organising Packages, your booking conditions must include information on the traveller's right to transfer the contract to another traveller in accordance with regulation 9 of the Package Travel Regulations.
- Procedures for an alteration to a confirmed booking made by you. These procedures must be in line with the ABTA Code, which states, in summary, that alterations must be notified to Clients, and any significant alterations mean that Clients must be offered the choice of a full refund. See section 3 of the Code for full details.
- Procedures for a cancellation made by a Client to a confirmed booking. This must clearly state the amount of, or the basis for calculating, any cancellation fees that the Client might incur. Your cancellation charges must be calculated correctly, in line with the unfair terms rules in the Consumer Rights Act, and the Package Travel Regulations, if you're organising packages. See our model booking conditions for further guidance.
- Procedures for a cancellation to a confirmed booking made by you. These procedures must be in line with the ABTA Code, which states, in summary, that Clients must be sent a refund without delay, and also that you should not cancel inside balance due date, except in the case of unavoidable and extraordinary circumstances.
- Procedures for the handling of any complaints.
 - You need a provision obliging Clients to communicate, at the earliest opportunity, any failure that they perceive in the provision of the services.
 - You should provide contact details so that Clients can get in touch with you. For Packages, it's a requirement that you provide the name, address, phone number and email address of your local representative, or contact point or another service which enables the Client to contact you quickly.
 - You must say that, if a complaint cannot be amicably settled, the client can use ABTA's approved ADR scheme by going to www.abta.com.
 - Booking conditions shall not deny to Clients the option of taking action in the courts if they so wish.
- The existence of the conditions of carriage of the carrier.
- For Packages, whether a minimum number of persons is required for a Package to take place and, if so, the deadline for informing the Client in the event of cancellation. This deadline must comply

with the Package Travel and Linked Travel Arrangements Regulations 2018 which state it can't be later than:

- in the case of trips lasting more than 6 days, 20 days before the start of the package;
- in the case of trips lasting between 2 and 6 days, 7 days before the start of the package;
- in the case of trips lasting less than 2 days, 48 hours before the start of the package;
- Your liability to the Client:

Correctly state your liability to Clients for the contracted service(s).

Remember that you must not include clauses that purport to:

- exclude liability for misleading statements made by you, your employees or agents; or
- exclude liability for your contractual duty to exercise care and skill in making arrangements for a Package other than as provided by the Package Travel and Linked Travel Arrangements Regulations 2018; or
- exclude liability for any alleged cause of dissatisfaction by stipulating that such cause must be made known to you within a fixed period that is unreasonably short.

For Packages, your booking conditions must accept liability in line with the Package Travel Regulations. See our model booking conditions for guidance. You are not required to accept responsibility where the failure to perform, or the improper performance of, the travel services included in a Package is:

- i. attributable to the Client, or
- ii. attributable to a third party unconnected with the provision of the travel services included in the package travel contract and is unforeseeable or unavoidable, or
- iii. due to unavoidable and extraordinary circumstances, which means a situation beyond the control of the Organiser the consequences of which could not have been avoided even if all reasonable measures had been taken.

Except in the case of damage involving death or personal injury or damage caused intentionally or with negligence you are entitled to limit your liability provided you state the level expressly within the booking conditions. The limit can't be less than 3 times the total price of the Package.

Where a Package sold by you includes the contract services of carriage by air, by sea, or by rail, the Package Travel Regulations state that "In so far as the international conventions limit the extent of, or the conditions under which, compensation is to be paid by a provider carrying out a travel service which is part of a package, the same limitations are to apply to the organiser" (e.g. Montreal Convention – air; Athens Convention – sea; Berne Convention – rail). It is good practice to state in your booking conditions that you will be taking advantage of these limitations.

- For Packages it's a requirement that the contract includes any special requirements of the traveller which the organiser has accepted
- For Packages it's a requirement that the contract includes, where minors who are unaccompanied by a parent or another authorised person travel on the basis of a package travel contract which includes accommodation, information enabling direct contact by a parent or another authorised person with the minor or the person responsible for the minor at the minor's place of stay.
- For Packages it's a requirement that the contract includes information that the Organiser is obliged to provide assistance if the traveller is in difficulty, in accordance with regulation 18 of the Package Travel Regulations.

This document is intended as a guide only and can't be a substitute for specific advice.

Appendix 2: Standards on Websites and Online Trading

These Standards on Websites and Online Trading form part of ABTA's Code of Conduct.

They are for the use of ABTA Members, to assist with website content and online booking rules.

Clause 1C of the Code of Conduct requires you to ensure that your website(s) comply with these Standards.

Every website you operate shall contain clear, legible, comprehensive and accurate information to enable the Client to exercise an informed judgement in making their choice of Travel Arrangements.

These *Standards* provide a guide to the legal requirements for websites, for example from the Electronic Commerce (EC Directive) Regulations, but not everything will apply to all Members. For example, if you do not take bookings on your website you do not need to comply with section 2. ABTA will provide advice on your specific case.

Where you provide Travel Arrangements through websites owned by third parties you will be responsible for ensuring that all information provided to that third party in respect of the Travel Arrangements complies with the provisions of this Code.

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Website Content

Name and Contact Details

Your website must show clear details which are easy to locate, to enable Clients to contact you directly and rapidly and both on and offline. You need to show your:

- full legal name, i.e. for companies, the corporate name; for partnerships, the names of the partners; for sole traders, the name of the sole trader;
- head office address;
- contact address (if different);
- e-mail address;
- telephone number;
- usual hours of business;
- For limited companies and limited liability partnerships (LLPs): registration number, registered address and place and country of registration and establishment

ABTA Information

In a way that is easily accessible to Clients, you must make clear reference to ABTA membership and show the current ABTA logo and your ABTA number.

You must give information on the benefits and consumer services provided by ABTA and tell your Clients that you are subject to the ABTA Code of Conduct, and that they can use ABTA's approved Alternative Dispute Resolution (ADR) if they have a complaint that isn't resolved. To do this, you must give the address of the ABTA website, www.abta.com on your website. Ways to do this include:

- do a link from the ABTA logo on your website to www.abta.com, or
- add our website address to any wording you have on ABTA, or
- add a statement e.g. "We use ABTA's approved ADR to resolve complaints. See www.abta.com" Or "We are a Member of ABTA www.abta.com".

If your website features products offered by non-ABTA Members, please also use:

The above applies to the services offered by [your name] and does not apply to any services supplied by [other company's name] or any other company.

There are also some standard statements that help describe ABTA financial protection, see page 5 of this Code Guidance.

VAT Number

If your online business activities are subject to VAT, you must show your VAT number.

Price Policy – compulsory and optional costs

If your website refers to prices, these must be indicated clearly and unambiguously.

Fully inclusive prices

All non-optional costs must be included in the basic price. Put another way, the final price to be paid by the client, aside from any optional extras they might add, should be the price that is shown at all times.

Your website prices must include the cost of paying by credit and debit card, as Regulations that came in on 13 January 2018 banned surcharges for payment by personal credit and debit card. You can charge a fee as an extra for corporate cards, as they aren't covered by the new law (see below).

Optional costs

Optional extras don't have to be included in the basic price, but clients must be given information on them. Particular rules apply if your basic price doesn't include key holiday components that clients might assume are included, for example, checked-in luggage. You need to state that these are optional extras and how much they are in a clear and unambiguous way. The details must come at the start of the booking process on your website. One way to do this would be to provide a link to a table of optional extra prices, making sure it's prominent and clearly worded such as *Prices/fares don't include optional costs. Please click here for a list of charges.*

Take care with how you present optional extras when it comes to the client selecting them:

- If you're selling package holidays, optional costs must not be displayed in a way that misleads clients into thinking they must accept and pay for them. You could present them on an opt-in basis. If you pre-select the extras, make it clear that the client can remove them. If you pre-select the extras, think about including the cost of them in your headline price so that the client is aware from the start of the full price. If you don't include them in the price, you must state at the beginning of the booking process what is and what isn't included in the price and how much optional extras cost.
- If you're selling travel arrangements other than packages, e.g. transport, accommodation or car hire on their own, don't use pre-ticked boxes when it comes to optional extras. It's a legal requirement that the acceptance of optional price supplements by the client should be on an opt-in basis.

Credit/ debit cards – the law only permits you to charge for payment by corporate card, not personal card. If you make a charge, it must not be more than the amount required to cover the cost to you of accepting the payment. See the ABTA Guidance Note: *Credit and Debit Card Charges*

Selling flights online

You need to display

- The applicable conditions to the fares. This could be achieved via a clearly displayed hyperlink to the relevant terms and conditions.
- The price breakdown. The final price, which includes all non-optional costs, should be shown at all times but the client should also be able to see the breakdown of the air fare or air rate and the taxes, airport charges, and other charges, surcharges or fees, such as those related to security or fuel, which have been added to it. If you display a number of flight prices on a single page on your website and don't have space to show all the price breakdowns, you could use pop-ups, or display the breakdown only once the flight price is selected by the client.

Financial Protection

Your website must give clear and accurate information about the financial protection attached to your products. State the protection that applies, in a prominent place.

If your website features some products that are protected, such as package holidays, and others that are not, such as accommodation-only, you must make it clear, in a prominent place, which are protected and which aren't. Use this statement:

"We are a Member of ABTA which means you have the benefit of ABTA's assistance and Code of Conduct. We provide financial protection for your money when you buy a package holiday. If you buy other travel arrangements such as accommodation only this protection doesn't apply."

If you don't sell packages and there's no financial protection for your products, use this statement:

We are a member of ABTA which means you have the benefit of ABTA's assistance and Code of Conduct. The travel arrangements you buy from us aren't covered by ABTA's scheme of financial protection.

ABTA travel agents should state on their websites that they are Members of ABTA, and show the logo, but they shouldn't make claims such as "We are fully ABTA bonded" or "All travel services are protected under our ABTA bond".

If you need help with wording for your particular business, please contact us.

If you're an ATOL holder, there's a standard statement, see below.

- ATOL holders

If you're an ATOL holder, then you're required by the CAA to state clearly on your websites the name shown on your ATOL (or a trading name notified to the CAA), your ATOL number, the ATOL logo and one of the following statements:

"All the flights and flight-inclusive holidays on this website are financially protected by the ATOL scheme. When you pay you will be supplied with an ATOL Certificate. Please ask for it and check to ensure that everything you booked (flights, hotels and other services) is listed on it. Please see our booking conditions for further information or for more information about financial protection and the ATOL Certificate go to: www.caa.co.uk"

OR

"Some of the flights and flight-inclusive holidays on this website are financially protected by the ATOL scheme. But ATOL protection does not apply to all holiday and travel services listed on this website. This website will provide you with information on the protection that applies in the case of each holiday and travel service offered before you make your booking. If you do not receive an ATOL Certificate then the booking will not be ATOL protected. If you do receive an ATOL Certificate but all the parts of your trip are not listed on it, those parts will not be ATOL protected. Please see our booking conditions for information or for more information about financial protection and the ATOL Certificate go to: www.caa.co.uk"

- Agents not holding their own ATOL

If you're acting as an agent for ATOL holder(s), don't show the ATOL-protected logo. Show the ATOL holder's name and licence number next to each ATOL-protected product you offer.

Passport & Visa Requirements

The website must contain general information about the passport and visa requirements for the destinations shown on the website. You'll need to ensure that up-to-date details are featured at all times, on passport requirements (such as validity) and visa requirements known at the time and general details of the appropriate

embassy so that the Client can confirm these for their own specific situation. You can provide links to the embassies, and to the Government's passport advice <https://www.gov.uk/browse/abroad/passports>.

Health Requirements

Your website must contain information on health requirements that are compulsory for the destinations shown on the website. This should be accompanied by advice to Clients to check recommended practice with their GP, practice nurse or travel health clinic. You can provide links to the health information for destinations at <https://www.gov.uk/foreign-travel-advice> and <https://travelhealthpro.org.uk/>

Foreign, Commonwealth & Development Office (FCDO) Travel Advice

The FCDO produces up-to-date travel information to help British travellers make informed decisions about travelling abroad. Clients must be advised of the availability of such advice your website must link to www.gov.uk/foreign-travel-advice.

This must be stated separately in a prominent place, and not just in the booking conditions. It must be visible and easy to find. It mustn't be behind "general information" or "useful information" or "Useful links" or "About Us" or similar. The Code of Conduct Committee considers that consumers should not have to hunt around for the link. It should be easily available and visible, for example, from the website homepage or destination pages, so that the consumer can use the information to make an informed choice of holiday options at an early stage, before they are committed to a specific destination or property.

It must be clear what it is: don't call it "FCDO advice", for example, as this doesn't mean anything to a consumer.

"Essential travel advice" is a possibility. It's best to be as informative as possible. The FCDO's recommended wording in its Travel Aware campaign is: "For the latest travel advice from the Foreign, Commonwealth & Development Office click here". You can also use "For the latest travel advice from the Foreign, Commonwealth & Development Office including security and local laws, plus passport and visa information click here".

It's recommended that you also include a note that the advice can change, and consumers should continue to check it until they travel.

If you're a partner of the Travel Aware campaign by the FCDO, you must use the recommended wording and the Travel Aware logo.

Travel Insurance

You should advise Clients that they should consider taking out travel insurance.

If you offer insurance, an accurate and sufficiently detailed summary of the cover provided and the premiums must be shown on the website. Furthermore, it is necessary for you to indicate close to the basic price, the location of such summary and premiums on the website. Where the purchase of your own insurance is compulsory, the relevant premium must be included in the basic price.

Ensure that the insurance policies offered are appropriate to any Travel Arrangements detailed on your website.

Subject to Availability

Your website should contain the statement, in your Booking Conditions or Terms of Use if you wish, that the products shown are subject to availability.

Booking Conditions

See the section below on Entering into Contracts Online for important information if you take bookings online. Even if you do not it is advisable to feature the booking conditions that apply to the booking on your site.

It is recommended that Clients can access them from the home page. Principals' Booking Conditions must comply with the requirements set out in ABTA's *Standards on Booking Conditions*.

Links & Frames

If you provide links to sites owned by third parties, you should state in your Terms of Use that you are not responsible for the content of such sites.

You must notify Clients, with a statement in a prominent place, that they will be visiting a different site, before the link is followed. Additionally, if the owner of the site to be linked to is not an ABTA Member, the statement must say that.

You should consider obtaining permission from the owner of the website to be linked to, particularly if you use deep links, i.e. links to pages other than the home page. You should avoid using other parties' trademarks. If you frame sites of third parties, you shall ensure that Clients are aware of the existence of the frame and the identity of the content owner of the framed site.

Cookies

You must not use cookies (files that store information, such as preferences or identification, on your Clients' computers) unless

- You also provide Clients with clear and comprehensive information that cookies are being used and their purpose; and
- You obtain the Client's consent.

For information on how you can obtain consent, see the Information Commissioner's guidance at www.ico.org.uk. The only exception to obtaining consent is if the cookies you're using are strictly necessary for the provision of the service requested by the user. This exception is a narrow one but might apply, for example, to a cookie you use to ensure that when a user of your site has chosen the goods they wish to buy and clicks the Add to basket or Proceed to checkout button, your site remembers what they chose on a previous page. You would not need to get consent for this type of activity.

Privacy Policy

Your website must contain your privacy policy in an easily accessible place. This must comply with the General Data Protection Regulation (GDPR). A list of the information that needs to go in your privacy notice is on the Information Commissioner's website www.ico.org.uk. There's also guidance in the Member's area of www.abta.com

Accessibility

State the provisions you've made so that clients with disabilities can make use of website. Remember that you have an obligation under the Equality Act 2010 to make reasonable adjustments for disabled people, such as providing extra help or making changes to the way you provide your services. This includes your website and ways to comply include, for example, a facility on your site for it to be viewed in text-only form. Further information is on www.abta.com and there are sources of help with web design, such as www.rnib.org.uk and www.w3.org/WAI

Check-in and check-out times

This is an issue that can cause confusion, so it's recommended that you include the following statement, where it's appropriate and where you don't have more specific information elsewhere. It is suggested that this appears in the General Information section.

The standard international practice is to let rooms from midday to midday. However, times do vary. Check-in times are usually between 2pm and 3pm, check-out times between 11am and 12 noon on the day of departure. Therefore, if you check-in immediately after a night flight this would normally count as one night's accommodation. Similarly, if your return flight is at night you will normally be required to vacate your room at 12 noon prior to leaving for the airport. Day rooms are subject to availability/cost and should be arranged locally with the accommodation management.

Entering into Contracts Online

Booking Conditions

Ensure that the Booking Conditions that apply to the booking are incorporated into the contract with the Client. This means that the Client must accept them before the contract comes into existence.

During the booking process, Clients should be required to read through and accept the Booking Conditions, or at the least be given the link to them and asked to confirm that they have read and accepted them.

It is a legal requirement that your Booking Conditions are made available to Clients in a way that enables Clients to store and reproduce them.

Booking Process

1. Your website must provide Clients with the following information, before they make a booking:
 - A description of the different technical steps to be taken to conclude a contract online. For example, what the final act by the Client is - e.g. clicking *Confirm*; what status that has - e.g. a confirmed order or a request; when you will provide an acknowledgement (this has to be without delay); when you expect to confirm the booking, or the fact that the order will be passed to the Principal etc.
 - The point at which a contract comes into existence. This is your choice, but it is recommended that you give yourself the opportunity to review and accept the booking request, i.e. the contract does not arise when the Client completes the booking process online.
 - An indication of whether the contract will be filed by you and whether it can be accessed by Clients. If it will not, you can state: Your contract will not be filed by [your name].
 - How Clients correct any inputting errors they make, e.g. an email address or phone number for them to contact.

- An indication of the languages offered in which to conclude the contract. If this is English, you can state: The contract will be concluded in English.

2. Use a “pay now” button or similar

If your website takes bookings for travel services that aren’t package holidays, such as flights, accommodation, car hire, attraction tickets or linked travel arrangements, this applies to you. The point at which the client agrees to pay must be very clear. Clients must acknowledge that they are agreeing to make payment. The place where they click to make the booking must be clearly labelled to show this: the best way to do this would be to label it “pay now”. You could also use “place order and pay now” or “confirm booking and pay now”.

This is a legal requirement under the Consumer Contracts Regulations. If you haven’t allowed the client to acknowledge that they agree to pay, the client isn’t bound by the contract and can change their mind and cancel the booking at no charge.

These Regulations don’t apply to package holidays.

Product information

- Package sales

The Package Travel and Linked Travel Arrangements Regulations don’t specify particular information that has to be on your website. However, there is a good deal of information that must be provided to your Clients before they enter into a booking, including but not limited to:

- the main characteristics of the travel services
- the tourist category of the accommodation under the rules of the country of destination, where applicable
- whether the trip or holiday is generally suitable for persons of reduced mobility
- approximate periods for obtaining visas, if required
- information on optional or compulsory travel insurance
- if the client is buying a package holiday, or a linked travel arrangement

For online bookings, you’d need to make sure that your website includes all the information. Section 2 above in this Code Guidance describes it in more detail.

- Non-package sales

For example, flights, accommodation, car hire and attraction tickets. The Consumer Contracts Regulations apply. They state that where clients can book and pay on your website, they must be given, before they make the booking, key information such as the main characteristics of their travel arrangements and the full price. The full list of information required by the Regs is set out here so you can be sure you’re complying:

- the main characteristics of the goods or services, to the extent appropriate to the medium of communication and to the goods or services;
- the total price of the goods or services inclusive of taxes, or where the nature of the goods or services is such that the price cannot reasonably be calculated in advance, the manner in which the price is to be calculated,
- where applicable, all additional delivery charges and any other costs or, where those charges cannot reasonably be calculated in advance, the fact that such additional charges may be payable;

- the duration of the contract, where applicable, or, if the contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the contract;
- where applicable, the minimum duration of the consumer's obligations under the contract.

Acknowledgement of Orders

You must acknowledge receipt, without undue delay and by electronic means, of any orders placed by Clients for purchases. Make sure that this accurately describes the stage the booking is at. It might be confirming the booking, or it might be thanking the client for their order and stating that a confirmation will follow if the booking is confirmed.

This document is intended as a guide only and can't be a substitute for specific advice.