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trading standards law explained

Part 3. Information requirements

In this section

Information requirements under the PTRs
- Practical application

Schedule 1

Schedule 2
- Website
- Shop and phone bookings
- Linked online bookings
- Key rights

Case study: construction works

Additional information to be provided
- Package travel contract
- Linked travel arrangement contract

Cancellation and significant-change requirements under the PTRs

Information requirements under the PTRs

This element of 'best practice' concerns the statutory information that must be provided in a clear, comprehensible and prominent manner to travellers before making a package holiday booking. We have given a brief explanation below and will then provide the exact requirements from the Regulations. So, let's start with the relevant Schedules to the Package Travel and Linked Travel Arrangements Regulations 2018 (PTRs).

Schedule 1 information must be provided to the traveller prior to a booking being made.

Schedule 2. The provision of information will not be a problem as it relates to website sales where links can be used to provide travellers with their 'key rights' (this is contained in Part 1 of Schedule 2).

Schedule 3, Part 2 again talks about key rights information. This is where the problems occur as they relate to travel agents (shop sales) and telephone sales, where the traveller's 'key rights' must be explained **before** the booking is made. Part 1 relates to the protection and Part 3, the copy of the actual Regulations.

Schedule 4 lists the traveller's key rights prior to concluding a contract with one online travel service provider, no later than 24 hours after receiving confirmation of a booking with another 'linked' online travel service provider. The first online travel service provider will be fully responsible for insolvency protection and the proper performance of the package as a whole.

Schedule 5 highlights the information to be provided in the package travel contract after the booking has

been made (the confirmation invoice).

Schedules 6 to 10 deal with the information provisions for LTAs.

Practical application

What follows is the practical situation of a website sale, high street agent (shop) sale and a telephone sale.

Website sales. The website can be designed to provide all the Schedule 1 information and provide links to the standard information, 'key rights' (in Schedule 3), with the link to the actual Regulations (https://www.legislation.gov.uk/uksi/2018/634/contents).

High street agent (shop) sales. The 'key rights' could be laminated and provided for the traveller before making the sale or the basic information could be read out to the traveller. Looking at the situation practically, the simplest solution would be for the traveller to be directed to the information in the brochure or website, especially the protection details in the PTRs. As explained above, the information in Schedule 1 would be discussed in the process of the sale.

Telephone sales. The sales discussion must highlight the basic Schedule 1 information, which could be emailed to the traveller during the sales process or reference made to the organiser's brochure or website. Then we come to the 'key facts'. Access to the business's website and direction as to where the legal information can be found is one possibility, or the traveller could be sent an email highlighting the information and told to refer to it while on the phone.

The confirmation invoice is also required to contain specific information relating to the package travel contract. A way of ensuring the relevant information is provided could be to give the basic details, accompanied by the organiser's 'booking conditions', which meet the requirements of the PTRs.

So now on to the exact information required by the PTRs.

Schedule 1

As stated above, this is the information to be provided to the traveller, where applicable, before the conclusion of the package travel contract. If queried by travellers, we suggest you initially provide the following comment.

"The information requirements in the Regulations will be covered in our online or brochure description and this information will, in addition, be discussed during the sales process, complementing the online or brochure description."

One of the most important issues is the insolvency protection information. The PTRs also require that before the traveller enters into a contract to buy a package holiday, they must be given standard information about the protection provided by the Regulations.

The following is the standard information required before every booking.

1. The travel destination; the itinerary and periods of stay, with dates; where accommodation is included, the number of nights involved.

2. The means, characteristics and categories of transport; the points, dates and time of departure and

return; the duration and places of intermediate stops; transport connections.

3. Where the exact time of departure and return is not yet determined, the organiser and, where applicable, the retailer, must 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 meals that are included in the package.

6. The visits, excursions 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 are to 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 are to be carried out.

9. Whether the trip or holiday is generally suitable for persons with reduced mobility and, upon the traveller's request, the precise information on the suitability of the trip or holiday, considering the traveller's needs.

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

11. 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 that the traveller may still have to bear.

12. The arrangements for payment, including any amount or percentage of the price that 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.

13. 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 cancellation of the contract if that number is not reached. That time limit must not be later than:

- 20 days before the start of the package, in the case of trips lasting more than six days
- seven days before the start of the package, in the case of trips lasting between two and six days
- 48 hours before the start of the package, in the case of trips lasting less than two days

14. Regarding the country of destination, general information on passport and visa requirements, including approximate periods for obtaining visas, and information on health formalities.

15. Information informing the traveller that they may cancel the contract at any time before the start of the package in return for payment of an appropriate cancellation fee or, where applicable, the standardised cancellation fees requested by the organiser, in accordance with regulation 12(1) to 12(6) of the PTRs.

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

If the information in Schedule 1 is not applicable, then it does not have to be included. For example, if

there are no meals included in the package and it is clear from the context that no meals are included, and there is no suggestion anywhere that meals are included, the explicit information 'no meal' would not have to be given.

Schedule 2

The provision of information in sales from a website are much easier.

Part 1. This covers general information provided by the website.

Part 2. This lists the key rights under the PTRs and can be provided by a link. There are 12 key rights stated and these must be clearly displayed on the website.

Part 3. This is purely the need to provide a link to the Regulations.

Website

For bookings where it is possible to use links on the website, the traveller must be given the following information with a link through to the further information required on key rights (the wording need not be exactly the same, but everything must be covered).

'The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018.

'Therefore, you will benefit from all rights applying to package holiday protection. We will be fully responsible for the proper performance of the package.

'Additionally, as required by law, we have protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation if we become insolvent.'

In addition, the organiser of the package must indicate that protection is in place to refund the traveller's payments and, where transport is included in the package, to ensure their repatriation if it becomes insolvent. More information on key rights under the PTRs can be found in Schedule 2.

Shop and phone bookings

Where the use of links is not possible (for example, in a shop or call centre) the traveller must be given the following information (the wording need not be exactly the same, but everything must be covered).

'The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018.

'Therefore, you will benefit from all rights applying to package holiday protection. We will be fully responsible for the proper performance of the package.

'Additionally, as required by law, we have protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation if we become insolvent.'

Information on key rights must also be given. The 'key rights' could be laminated and provided for the traveller before making the sale or the basic information could be read out to the traveller. Looking at the situation practically, the simplest solution would be for the traveller to be directed to the information in the brochure or website, especially the protection details in the PTRs. As explained above, the information in Schedule 1 would be discussed in the process of the sale.

For telephone sales, the sales discussion must highlight the basic Schedule 1 information, which could be emailed to the traveller during the sales process or reference made to the organiser's brochure or website.

You can read out the key rights, but if this isn't practical then you can find a way to give your clients access to them and let them know where to view them. For example, you can put the key rights on your website and refer clients to that, or you can email the key rights to clients as part of the booking process.

Linked online bookings

Where a package might be created through linked online booking processes (for example, a travel company with which a booking is made transmits the traveller's name, payment details and email address to another travel company) the first travel company must provide the traveller with the following information at the time of booking the first service (the wording need not be exactly the same, but everything must be covered).

'If you conclude a contract with the other trader not later than 24 hours after receiving the confirmation of the booking from us, the travel services provided by us and the other trader will constitute a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018. We will be fully responsible for the proper performance of the package. Additionally, as required by law, we have protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation if we become insolvent.'

Key rights

Part 2 of Schedule 2 highlights the 'key rights' under the PTRs.

In all cases, the traveller must then be given access to the following information on the key rights via a link where possible or, if that is not possible, by other means.

1. Travellers will receive all essential information about the package before concluding the package travel contract.

2. There is always at least one trader that is liable for the proper performance of all the travel services included in the contract.

3. Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the agent.

4. Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.

5. The price of the package may only be increased if specific costs rise (fuel prices, for example) and if expressly provided for in the contract, and in any event not later than 20 days before the start of the

package. If the price increase exceeds 8% of the price of the package, the traveller may cancel the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.

6. Traveller may cancel the contract without paying any cancellation fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.

7. Travellers may cancel the contract without paying any cancellation fee before the start of the package in the event of exceptional circumstances - for example, if there are serious security problems at the destination that are likely to affect the package.

8. Additionally, travellers may, at any time before the start of the package, cancel the contract in return for an appropriate and justifiable cancellation fee.

9. If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. They may cancel the contract without paying any cancellation fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.

10. Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed.

11. The organiser must provide aid if the traveller is in difficulty.

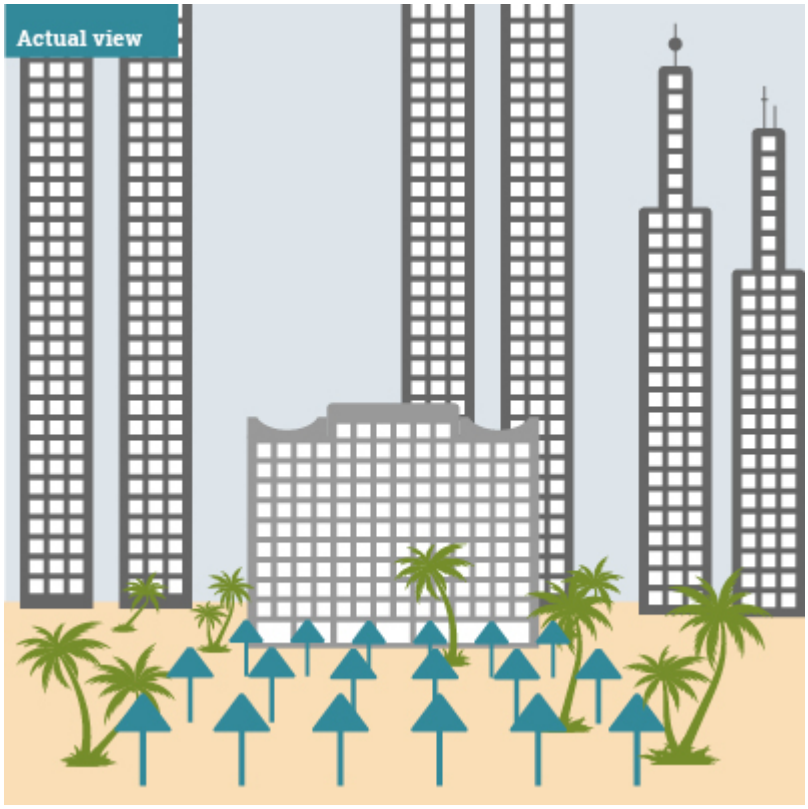
12. If the organiser or the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured.

13. Website address or link to website where the Package Travel and Linked Travel Arrangements Regulations 2018 can be found (https://www.legislation.gov.uk/uksi/2018/634/contents).

Case study: construction works

This next case study shows an example of an online travel agent (OTA) selling bookings in this Dubai hotel. The website showed the traveller the style of the hotel, which prompted a sale. The OTA (as facilitator) also offered a flight, which was purchased separately. The OTA complied with the pre-contractual information provisions of the PTRs but, as you will see from the advertising picture and what the traveller found when they arrived, they had failed to mention the 'construction works' underway at the time of the visit. A clear breach of the Digital Markets, Competition and Consumers Act 2024 (DMCCA).





Additional information to be provided

Package travel contract

In all cases, the traveller must also be given the following information in the package travel contract.

1. Any special requirements of the traveller that the organiser has accepted.

2. Information that the organiser is:

a. responsible for the proper performance of all travel services included in the contract
b. obliged to provide assistance if the traveller is in difficulty

3. The name of the entity in charge of insolvency protection and its contact details, including geographical address and, where applicable, the name of the insolvency protection provider and its contact details, including address.

4. The name, address, telephone number, email address and, where applicable, fax number of the organiser's local representative, of a contact point or of another service that enables the traveller to contact the organiser quickly and communicate with them efficiently; to request assistance when the traveller is in difficulty; or to complain about any lack of conformity perceived during the performance of the package.

5. Information that the traveller is required to communicate if they perceive any lack of conformity during the performance of the package.

6. Where minors who are unaccompanied by a parent or another authorised person travel on a package contract that includes accommodation, information enabling direct contact at the accommodation by a parent or another authorised person.

7. Information on available in-house complaint-handling procedures and on the applicable alternative dispute resolution (ADR) entity.

8. Information on the traveller's right to transfer the package contract to another traveller.

Linked travel arrangement contract

If you sell an LTA, you must provide the traveller with the following information in a clear, comprehensible and prominent manner.

1. That the traveller will not benefit from any of the rights applying exclusively to packages under the PTRs.

2. That each service provider will be solely responsible for the proper contractual performance of the service.

3. That the traveller will benefit from insolvency protection, which only provides for the refund of the payments they make to the company facilitating that LTA, if that company fails and where, as a result, a travel service that 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.

4. Travellers must also be provided with a copy of the PTRs (https://www.legislation.gov.uk/uksi/2018/634/contents).

5. All this information must be provided before the traveller is bound by any contract leading to the creation of an LTA. Standard wording in the Schedules to the PTRs must be used, as explained in the 'package holiday' requirements above, if it applies to the LTA they're selling.

6. It is important to understand that, if the traveller is not given the necessary information at the right time and in a clear, comprehensible and prominent manner, then even if the organiser might have intended to create an 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.

Cancellation and significant-change requirements under the PTRs

If an organiser has no choice but to significantly alter the main characteristics of a package holiday, or cannot fulfil any special requirements of the traveller that the organiser has previously accepted, the

organiser must inform the traveller without undue delay and provide the traveller with the option to cancel the contract without paying a cancellation fee.

The proposed changes must be communicated to the traveller in a clear, comprehensible and prominent manner. A reasonable period within which the traveller needs to respond must also be communicated. If a traveller fails to respond to notification of the relevant changes in the first instance, the organiser must send a further notice.

If the traveller fails to respond within a reasonable deadline set by that further notice, the contract will be cancelled. The organiser must refund all payments without undue delay and in any event no later than 14 days after the contract is cancelled.

The traveller may cancel a package any time before the start of the package. If they do cancel, they may be required to pay an appropriate and justifiable cancellation fee to the organiser, taking into account expected cost savings and income from reselling the travel services. Cost savings are costs that the organiser saves due to cancellation.

In some instances, the organiser may not be able to resell a travel service and it could be justifiable to not reimburse the traveller. For example, if the organiser cannot cancel an air ticket (common with economy class tickets) and, therefore, cannot resell it, it would be justifiable to not reimburse the price of the ticket. Organisers may also specify standardised cancellation fees in the contract based on reasonably anticipated savings.

If the traveller does cancel, the organiser must refund the traveller with the amount of the payments made minus the cancellation fee. That refund must be made without undue delay and in any event no later than 14 days after cancellation.

There are two particular circumstances in which organisers may cancel.

1. The minimum number of participants is not reached. For the organiser to be able to cancel on these grounds, the minimum number must be stated in the package travel contract and the organiser must notify travellers of cancellation within the period fixed in the contract. In any event this must be no later than:

- 20 days before the start of the package, for trips lasting more than six days
- seven days, for trips lasting between two and six days
- 48 hours, for trips lasting less than two days

2. The organiser is prevented from performing the contract because of unavoidable and extraordinary circumstances. If this is the case, the organiser must notify the traveller as soon as possible.

< Part 2. Linked travel arrangements

> Part 4. Advertising and pricing requirements

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