businesscompanion
trading standards law explained

Part 6. Complaint resolution

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Resolving complaints successfully

It is a legal requirement for organisers to inform their clients that if they have a complaint, they must make it as soon as possible. This includes complaining to the organiser or travel agent if they dealt with the traveller's booking and to the supplier of the service in question - the hotel, for example.

In terms of pursuing a complaint when travellers return home, organisers can set out a time limit for this, but it mustn't be unreasonably short. Travellers are recommended to set out their complaint within 28 days. However, this is not a mandatory requirement, which would automatically exclude them from any legal action. However, the organiser may indicate to travellers that if they fail to complain **in-resort**, they may reduce their rights under the booking terms. This is setting out the basic failure-to-mitigate principle, which is recognised in law. If the traveller doesn't give you or your supplier the chance to put things right, they may increase their loss and they can't claim any such increased loss back from you in most cases.

The Consumer Rights Act 2015 (CRA) requires that services provided by traders to consumers be performed in accordance with the contract, with reasonable care and skill, at a reasonable price, etc. It provides consumers with remedies they can require from the trader if the service provided does not meet the terms of the contract - for example, a reduction in the price paid.

As a general rule, if something goes wrong with the supply of goods and services, consumers can claim their direct losses, but they cannot claim compensation for distress and inconvenience. However, the law makes an exception for some types of contract, including contracts for package travel. Therefore, as the purpose of a holiday is usually to provide enjoyment and relaxation, a traveller may be able to claim compensation for inconvenience and distress, on top of a refund and any other losses, if things go wrong.

As regards a traveller making a complaint, the Competitions and Markets Authority covered this point in its campaign on fair terms and conditions. It was unhappy with organisers' booking conditions that specify a complaint had to be made by travellers within 28 days of their return from holiday; ABTA has now advised its members to ask clients to complain as soon as possible, ideally within 28 days.

Travellers can contact the UK International Consumer Centre (UKICC) for advice on their rights. In some circumstances, the UKICC can make contact with the company on behalf of the consumer.

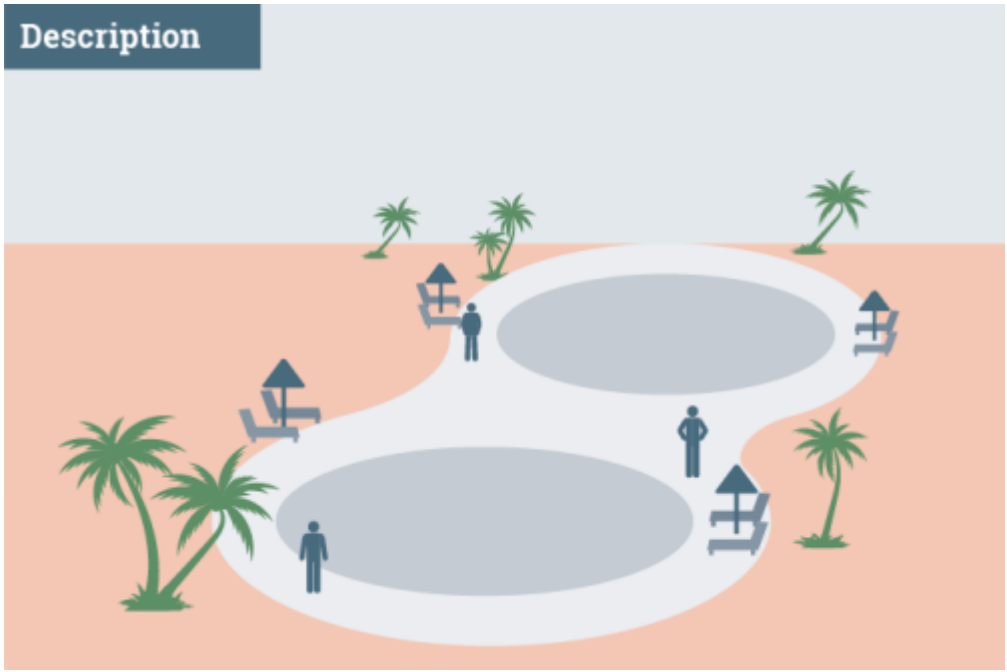
What is very positive is the offer of alternative dispute resolution (ADR) for complaints that cannot be resolved. ABTA has provided a number of methods of complaint resolution, including conciliation and

arbitration, as well as the traveller being able to use ABTA's approved ADR scheme, available through the ABTA website.

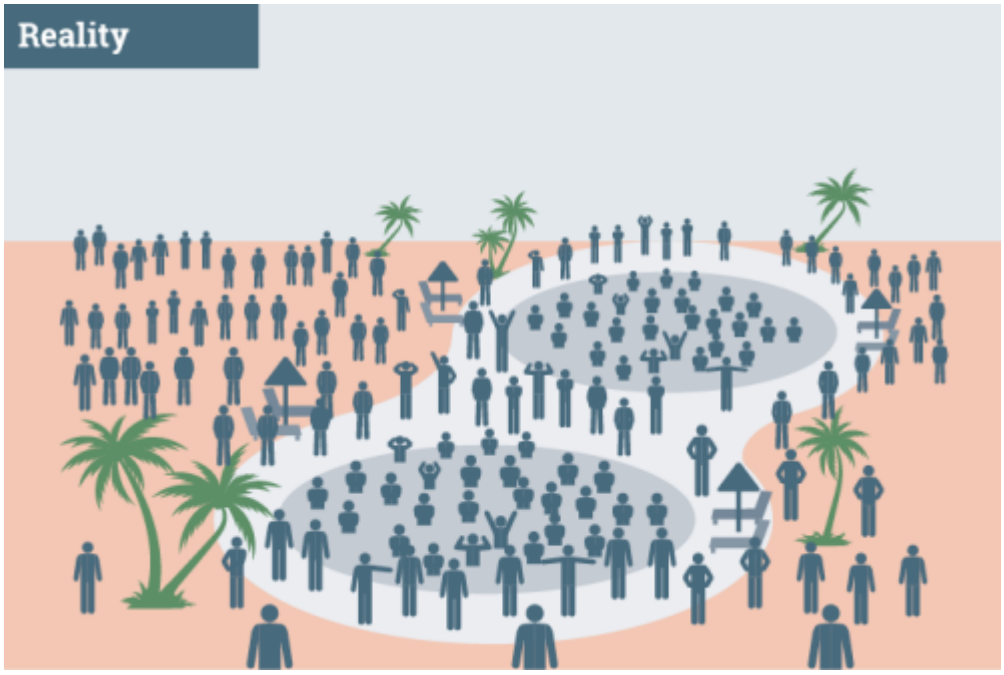
CTSI has approved ABTA's ADR scheme, which is also positive news for travellers booking with ABTA's members. Travellers have the choice of ADR or court and nothing should be included that would deny clients the option of taking action in the courts if they so wish.

Case study: misleading description

This complaint concerned a description from a holiday accommodation website, which was thought to be misleading and the Consumer Protection from Unfair Trading Regulations 2008 were used to investigate (were the complaint to be made today, the legislation would be the Digital Markets, Competition and Consumers Act 2024 (DMCCA)). A complaint was made to the holiday accommodation provider and a successful conciliation process enabled a full refund to be made. The hotel was described as being in "a quiet secluded resort".



The trader had not informed the travellers that there was a major public holiday in the country at the time of their visit, hence the number of people in the hotel pool.



< Part 5. Payment surcharges and credit cards

> Part 7. Brexit

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