



Practical holiday law

Guidance with key facts to make sure your business complies with the latest holiday laws

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businesscompanion
trading standards law explained

This guide was produced as part of a business advice project by the Department for Business and Trade and the Chartered Trading Standards Institute.



Published by:
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FOREWORD

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Under the Package Travel and Linked Travel Arrangements Regulations 2018 (2018 PTRs), package holidays and linked travel arrangements (LTAs) are often complex combinations of travel services, which include transport and accommodation but may also include other services, such as car hire, and significant 'other tourist services', such as excursions. Different service providers (for example, airlines and hotels) are often involved and a problem with the delivery of one service may affect the delivery of the others.

There are four travel services in the 2018 PTRs and these are:

transport. This would involve the carriage of travellers and includes flights, rail travel, boats and coaches
accommodation. This could include hotels, apartments, cottages, castles, etc

motor vehicle hire. This would include motorcycle hire

any 'other tourist service'. These are services that make up "an essential element of the package" and could include tickets for concerts or the theatre. The following are exempt from the 2018 PTRs:

packages and LTAs that last less than 24 hours, unless there was overnight accommodation included
packages and LTAs that are **organised occasionally** and on a **not-for-profit basis** for a limited group of travellers, such as a one-off trip arranged by a church for its members
business travel unless purchased from **consumer-based** providers – for example, high street or online travel agents
Businesses will have to accept that separate selection and purchase

of travel services will come under the 2018 PTRs. For example, in the case of a traveller visiting a high street travel agent or online travel agent, paying for a flight and, without leaving the travel agent or moving to another website, deciding to book and pay for a hotel to 'link' with the flight.

Businesses that sell online packages and LTAs are also affected by the 2018 PTRs. These businesses may particularly be affected by what is known as a linked online booking process. A linked online booking process is where the traveller's name, payment details and email address are sent from the first trader they purchase from to a 'targeted' second trader, where a purchase is made no longer than 24 hours after the first service was purchased.

For example, a traveller visits an airline website and buys a flight. As the website reaches the payment page, there is a link to a hotel site. The traveller purchases the flight, then clicks on the link. Their name, payment details and email address appear on the hotel website. If they pay for a hotel booking within a 24-hour period it becomes a package and the airline becomes the 'organiser' of the package, which means it must provide insolvency protection for the whole package, including repatriation, and will be responsible for all elements of the package.

However, if the traveller's name, payment details and email address do not appear on the hotel website, but the sale goes ahead within 24 hours, this will make it an LTA (as opposed to a package). In these circumstances, the 'facilitator' of the LTA (the airline) only needs to provide insolvency protection for itself, not the hotel. As a transport provider, if the airline collapses while the traveller is still abroad, it will also have to provide

repatriation so they can get home. The airline will not, however, be responsible for the hotel operations, nor will it be responsible if the hotel goes into administration before the traveller's departure.

The 2018 PTRs consider alternative sales of holidays; despite the enduring popularity of the package holiday, tastes in holidays continue to evolve. Mix-and-match options have been facilitated by technological changes and the 2018 PTRs attempted to regulate these trends, partly by introducing LTAs and making it clear that travellers should be aware of exactly what protection is available to them. The Consumer Protection from Unfair Trading Regulations 2008 (CPRs) specifically introduced an offence relating to this. It is a breach of the CPRs to fail to give consumers the information they need to make an informed choice.

INTRODUCTION

The background to this guidance

Background

The UK's exit from the European Union on 31 January 2020* affected a number of requirements under the 2018 PTRs. Notably it involved UK businesses having to be aware of changes to insolvency protection rules. Originally the 2018 PTRs were keen to encourage EU Member States (which the UK was at the time) to recognise the differing insolvency protection in each of the Member States (this was called 'mutual recognition'). It meant that as long as a UK package organiser complied with the UK insolvency protection rules, they could sell their packages in any of the other EU Member States.

[*The official leaving date of 31 January 2020 was followed by a

transition period, which ended on 31 December 2020.]

However, since the UK's exit from the EU, this no longer applies. UK package organisers have to ensure that, if they sell package holidays in EU Member States, they will comply with the Member State's insolvency protection rules. In many cases, UK package organisers have to obtain a licence to operate in that Member State. The 2018 PTRs have no specific offence for providing misleading or inaccurate statements (which the 1992 PTRs did have). Therefore, businesses should be aware that enforcing the 2018 PTRs will involve the CPRs, which highlight the giving of any misleading information regarding all holidays, but specifically packages in the 2018 PTRs. Another piece of law, the Consumer Rights Act 2015, would also be used to ensure that the booking conditions of businesses that provide holidays were not unfair.

To help genuine businesses combat fraudulent behaviour, the Fraud Act 2006 is used to investigate false or misleading representations with the intention of making a gain. Details will be given later in this section of a fake online air ticket scam by a travel agent who the courts jailed. 'Cease and desist' letters are also explained to help businesses prevent scammers infringing intellectual property rights.

Without any doubt, the outbreak of COVID-19 affected all package holiday sales and caused considerable problems for businesses that were required to offer refunds when packages had to be cancelled.

Many businesses providing package holidays were exposed as they were unable, in a number of cases, to obtain refunds from suppliers of the travel services constituting the package. The emergence of refund

credit notes were accepted by some travellers in place of an immediate refund, and those flight-inclusive package holidays protected by an Air Travel Organiser's Licence (ATOL) were also given the option of an ATOL refund credit note, which was underwritten by the Treasury.

Climate change and the carbon footprint of some transport providers are also of concern. A carbon footprint is a simple way to express the problems for airlines. The 'size' of their carbon footprint depends on multiple factors, the primary one being the amount of greenhouse gas emissions released into the atmosphere.

The purpose of this guide is to provide key points and guidance for business in understanding the requirements of the 2018 PTRs, including case studies of actual situations showing how the rules are applicable.

The guide will also highlight the help and assistance for business in the 2018 PTRs and cover the issue of the Foreign, Commonwealth and Development Office advice and whether it affects sales of package holidays.

All businesses selling packages and LTAs to travellers in the UK, even if they are established in an EU Member State, will have to comply with the UK insolvency protection schemes. This will mean that all organisers of flight-inclusive packages sold in the UK will need to hold an ATOL. Similarly, organisers of non-flight packages and facilitators of LTAs sold in the UK will need to arrange bonding, insurance or a trust account in accordance with UK rules.

Where UK-established businesses target citizens in EU Member States to sell package holidays or facilitate LTAs, the rules have changed since the UK's exit from the EU. There is

a requirement for UK businesses to take out insolvency protection in accordance with the rules of each Member State into which they sell package holidays or facilitate LTAs.

Many of the requirements of the 2018 PTRs will be familiar to those used to organising package holidays. However, the definitions and scope of the requirements mean it is likely that many more travel companies will have to ensure that their business systems and practices take account of the rules. There are three main areas of which businesses will need to be aware:

1. Businesses will need to put in place processes and procedures when making package holiday sales in travel agencies, on the telephone or on their website, to ensure the relevant information provisions for pre- and post-contract information requirements are met. The 2018 PTRs include criminal offences if these information provisions are not followed.
2. Businesses will need to provide insolvency protection for the money they take from travellers by holding an ATOL for flight-inclusive packages or non-flight packages, by providing a bond or insurance policy, or by holding the money in a trust account. The 2018 PTRs also require an organiser using a trust account to obtain insurance to ensure that if they collapse when the traveller is on holiday, repatriation (returning them home) will be covered. It is also an offence if the organiser of the package informs their independent trustee that the travellers have returned from their holiday when they haven't, in order to release money early into the organiser's trading account. The money in the trust account may only be released into the organiser's trading account

when the travellers have returned from their package holiday.

3. UK-based travel agents that deal with non-UK organisers will be liable for the proper performance of the package and for insolvency protection, or must provide evidence that the non-UK organiser complies with these requirements.

Key points to help businesses understand the requirements of all holiday laws applicable to holiday and travel arrangements sold after 1 July 2018, and how Brexit may have affected some of the law:

- businesses will need to put in place processes and procedures when making sales in travel agencies, on the telephone or on their website, to ensure the traveller is given specific information before booking the package and also specific information when the confirmation invoice is presented
- businesses will need to provide security for the money they take from travellers by holding an Air Travel Organiser's Licence (ATOL) for flight-inclusive packages or, for non-flight packages or LTAs, by providing a bond or insurance policy, or by holding the money in a trust account
- trust accounts are becoming more popular for businesses to provide insolvency protection. With all trust accounts there must be an independent trustee who oversees it. The money taken from a traveller must be kept in the trust account until their return. It is an offence if the business requests the release of money into their trading account if the customer has not returned from their holiday

Definitions

The 2018 PTRs include definitions of package holidays and LTAs, as well as requirements to provide travellers with information before and after a booking. Comment will also be made on the way the law relates to telephone bookings.

It is important to establish whether you are acting as an 'organiser' or 'retailer' of package holidays. The Regulations define an organiser as either:

- a trader that combines and sells (or offers for sale) package holidays, whether directly or through another trader, or
- the trader that, through an online booking process where a travel service is purchased from one trader, transmits the traveller's name, payment details and email address to another trader, and a contract with the second trader is concluded within 24 hours of the confirmation of the first travel service

The definition of a retailer is a trader that sells (or offers for sale) packages combined by an organiser - for example, a 'high-street' travel agent, an online travel agent, or someone who arranges travel contracts over the telephone.

'Package'

The major elements of holiday and travel purchases (for example, online, on the telephone or in travel agencies) are covered by the 2018 PTRs.

There are six definitions of what constitutes a package holiday. In addition, some travellers want to select and purchase travel services separately, which is the purpose of the LTA.

Let's start with the six definitions of what constitutes a package holiday.

1. A package is created when travel services are combined by one trader and sold under a single contract. These types of packages are traditional packages, but unlike the previous Regulations, there is no mention that the packages must be 'pre-arranged' and they will include 'tailor-made holidays'.
2. Sold in a single booking process. A package is created when a traveller has selected from the same point of sale two or more travel services and then agrees to pay for them within the same booking process (this is a 'shopping basket' model where the point of sale could be high street travel agents, websites or telephone sales).
3. Sold at an inclusive / total price. For example, a travel agent or organiser puts together a selection of travel services for the same trip and sells it to the traveller for a total price.
4. Sold as a package (or under a similar term). For instance, 'combined-deal', 'all-inclusive' or 'all-in arrangement'.
5. Combined after the sale of the package, allowing subsequent choice (gift-box style packages). This type of package is a difficult concept. It relates to arrangements where a trader sells a package that allows a traveller to pick and choose different travel services after they have concluded the contract. For example, a 'Tastes of the Region' package that allows you to choose from a selection of accommodation and a meal at a restaurant, to be selected from options, after the package has been purchased.
6. Sold through a linked online booking process, irrespective of whether the traveller concludes separate contracts. This includes situations where a traveller purchases different travel

services for the same trip through a linked online booking process where the traveller’s name, payment details and email address are sent from the first trader they purchase from to a targeted second trader, and a contract is concluded with the second trader no longer than 24 hours after the first service was purchased.

This type of package is created when a traveller goes to, for example, an airline website to buy a flight and on this website is a link to an accommodation provider where the traveller’s name, payment details and email address appear. As long as the traveller purchases accommodation within a 24-hour period it will become a package and the airline will become the organiser.

‘Travel service’

As highlighted in the introduction, in order to create a package holiday, you need to combine and sell two or more different travel services from the four listed below.

1. Carriage of passengers. This includes flights, rail travel, boats and coaches.
2. Accommodation. It is important to note that accommodation that is intrinsically part of the carriage of passengers is not in scope. This includes hotels, apartments, cottages and castles.
3. Motor vehicle hire. This includes car and motorcycle hire.
4. Any other tourist services. These are services that are not intrinsically part of the carriage of passengers, accommodation or motor vehicle hire, but make up an essential element of the package. For example, a traveller books a golf break with a hotel or travel organiser that includes a pre-booking for round(s) of golf, as well as the accommodation. This could be a

package. However, a hotel booking for accommodation at a hotel that happens to have a golf course as a facility is not in itself a package. The golf course is simply a facility.

‘Linked travel arrangements’

There are two different types of LTA envisaged by the 2018 PTRs.

1. The first type is where a traveller selects and pays separately for at least two travel services during a single visit to a shop (for example, at a travel agent’s where the traveller selects and pays for a hotel and then, without leaving the agent, pays separately for a flight) or website (for example, the traveller goes on to a website, selects and pays for a flight, and then while still on the website, selects and pays for a hotel).
2. The second type relates to online purchases with different traders. The traveller visits a website and purchases one travel service. They are then ‘targeted’ with a ‘cross-sell’ to another website trader and the traveller buys a travel service from that other trader within 24 hours (for example, an airline sells a traveller a flight; in the booking confirmation email, the airline invites them to book a hotel room with an accommodation website to go with their flight; the traveller clicks on the link and books a hotel within 24 hours of booking the flight). You will see from the comparison with an online package holiday sale, that with an LTA the traveller’s name, payment details and email address are not on the second website and have to be added by the traveller and purchased separately.

Consumer Rights Act 2015

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, and at a reasonable price.

As a general rule, if something goes wrong with the supply of holidays and travel, 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 consumer may be able to claim compensation for inconvenience and distress, on top of a refund and any other losses, if things go wrong.

A group of adults stayed at a hotel in Blackpool and were appalled by its run-down state. They wrote an online review criticising the hotel’s inadequate parking, unsafe electrical wiring, worn-out beds, poor breakfasts and general uncleanliness. The hotel’s policy document stated: “For every bad review left on the website, the group organiser will be charged a maximum £100 per review”. The CRA addresses unfair terms in contracts. There was a clear CRA offence in this scenario. The Trading Standards officer investigating pointed out that it was illegal for the hotel to be able to say something bad about the customer for free, but to charge the customer to say something bad about the hotel.

Consumer Protection from Unfair Trading Regulations 2008

It is important for businesses to be aware of the Consumer Protection from Unfair Trading Regulations

2008 (CPRs) as they are used by regulators to pursue investigations where there have been misleading or deliberately false holiday and travel descriptions in brochures, online, in travel agencies or where sales are made over the telephone.

The CPRs prohibit 31 specific practices that are always considered to be unfair and create further offences for aggressive practices. They prohibit ‘misleading actions’ and ‘misleading omissions’ that cause, or are likely to cause, the average consumer to take a ‘transactional decision’ they would not have taken otherwise. They apply to commercial practices relating to package holidays and travel services (including websites) before, during and after a contract is made.

Effectively the CPRs prohibit trading practices that are unfair to consumers. There are four different types of practices to consider:

- practices prohibited in all circumstances
- misleading actions and omissions
- aggressive practices
- general duty not to trade unfairly

For the last three practice types above it is necessary to show that the action of the trader has an effect (or is likely to have an effect) on the actions of the consumer in making a booking for a holiday. The test looks at the effect (or likely effect) on the average consumer, which means there is no need for evidence about how any particular individual was affected. As stated above, there are 31 of these ‘banned’ practices in the Regulations.

‘Misleading availability’

It is important for businesses to be aware that they could commit an offence by showing prices that are misleading, especially due to the number of packages they have

available when making their offers. There are two main problems, which are highlighted here as an example of problems that enforcers have faced:

- bait advertising (or ‘bait and switch’). This is where a trader misleads a consumer into believing that they can buy a package holiday or travel service at a low price when the trader is aware that they do not have reasonable stock available or are not able to supply at that price; this is also where the trader attempts to ‘up-sell’ to a higher priced product
- falsely stating that a product is only available for a very limited time in order to encourage the consumer to make an immediate decision

An example of a breach of the law would be where an advertised sale of package holidays stated a finishing date for the offer, but the sale was continued after the advertised finishing date as few sales had been made.

An example of other specific banned practices are added after ‘Misleading actions and omissions’ below.

‘Misleading actions and omissions’

The CPRs prohibit ‘misleading actions’ and ‘misleading omissions’ that cause, or are likely to cause, the average consumer to take a transactional decision they would not have taken otherwise. This does not only relate to pre-shopping, but includes after-sales.

It is a breach of the CPRs to:

- omit material information
- hide material information
- provide material information in a manner that is unclear, unintelligible, ambiguous or untimely

‘Material information’ means information that the consumer needs to make an informed transactional decision and generally any information required to be given by law.

‘Misleading actions’ happen when a trader provides false information about important matters, such as the main characteristics of the product (even if the information is factually correct), or presents the product in such a way as to be likely to deceive the consumer regarding these matters.

An example of a breach of the law would be where flight prices are advertised but they do not include Government taxes.

‘Misleading omissions’ happen when a trader gives insufficient information about a holiday or travel service. It is a breach of the CPRs to fail to give consumers the information they need to make an informed choice in relation to a holiday or travel service if this would cause the average consumer to take a transactional decision they would not have taken otherwise.

In one case, a family booked a stay in a Spanish apartment that was described as being “ideal for families, with a lovely south facing infinity swimming pool”. When they arrived at the apartment they discovered that in front of the pool was a 12-foot drop on to the concrete car park below. The family contacted the trader, which offered them compensation and the use of another apartment nearby.

Some other banned practices are:

- claiming to be a signatory to a code of conduct when the trader is not - for example, claiming compliance with the ABTA Code of Conduct without being a member

- displaying a trust mark, quality mark or equivalent without having obtained the necessary authorisation – using the ABTA logo, for example
- claiming a code of conduct as an endorsement from a public or other body that it does not have
- claiming that a trader (including their commercial practices) or a product has been approved, endorsed or authorised by a public or private body when the trader, the commercial practices or the product have not; or making such a claim without complying with the terms of the approval, endorsement or authorisation - for example, reference to ABTA
- making an invitation to purchase products at a specified price without disclosing the existence of any reasonable grounds the trader may have for believing that they will not be able to offer for supply, or to procure another trader to supply, those products or equivalent products at that price for a period that is, and in quantities that are, reasonable having regard to the product, the scale of advertising of the product and the price offered (bait advertising)

Climate change, flights and their carbon footprint

In August 2021, during the pandemic, there were seven flights that are of particular interest. They were on planes with a seat capacity of 189, but there were only approximately 38 passengers per flight. This was clearly a problem. The flights went ahead because otherwise the airline would have had to pay compensation under Regulation (EC) No 261/2004 *establishing common rules on compensation and assistance to*

passengers in the event of denied boarding and of cancellation or long delay of flights (European legislation transposed into UK law following Brexit). This law requires the airline to pay compensation for all their delayed, cancelled or overbooked flights.

There was also the problem with aircraft ‘slot’ allocations at airports. A slot gives the airline the ability to fly at all times during this period. The pressure to use these slots, specifically between May and October, is enormous, especially considering the financial penalty of almost £500,000 per slot, should a flight fail to happen.

There is a concern that Regulation (EC) No 261/2004 and the slot allocation at airports affect climate change and the Government may well act to improve the situation.

Guidance for travel agents

If you are a UK-based travel agent, you may also wish to read our ‘Holiday law for travel agents’ guide.

PART 1. THE SIX KEY AREAS OF TRAVEL LAW

The main areas of travel law

1. Do you organise and sell package holidays?

It is important for businesses to understand whether the combination of travel services they arrange for travellers are packages or LTAs. The legal obligations will differ, including the requirement for insolvency protection.

2. Do you sell linked travel arrangements?

Travel arrangements are ‘linked’ if the separate travel service purchases were made during a single visit to a shop or website, or when a website

‘cross-sells’ a separate service within 24 hours of selling the first. It is important for businesses to know the obligations for LTAs.

3. Information requirements

There is statutory information that must be provided to the traveller before booking a package holiday or LTA and also after the booking is confirmed.

4. Advertising and pricing requirements

There are clear regulatory requirements for advertising and pricing. These are the sources of most enforcement referrals and it is important to understand that the information you provide must not be misleading.

5. Payment surcharges and credit cards

Holiday and travel businesses must not impose surcharges for taking payment by a consumer debit or credit card, or an electronic payment service that is backed by a bank or an intermediary. Make sure you aren’t charging for these payments

6. Complaint resolution.

Dealing appropriately and quickly with complaints is not a statutory requirement, but is good business practice. Complaints need not escalate into bad reviews or reputational damage if dealt with swiftly and honestly. Businesses that sell directly to travellers should be aware of alternative dispute resolution (ADR) schemes when they can’t resolve a dispute in-house.

PART 2. PACKAGE HOLIDAYS

The first key area of travel law

Do you organise and sell packages?

Package holidays must have insolvency protection to protect travellers' money. Thomas Cook, the world's oldest tour operator, ceased trading on 23 September 2019, after 178 years of selling holidays. An estimated 600,000 travellers needed to be repatriated when the collapse happened.

The law states that a traveller's holiday must be protected if it is a package holiday or linked travel arrangement. ATOL is a UK financial protection scheme that protects flight-inclusive package holidays sold by travel businesses based in the UK. The scheme also applies to some flight bookings, usually those where travellers book flights (including UK domestic flights) but do not receive tickets immediately.

ATOL was introduced in 1973, as the popularity of overseas holidays grew. After a number of high-profile travel business failures left people stranded overseas, the UK Government realised travellers required protection when their travel providers fell into difficulties. ATOL currently protects around 20 million holidaymakers and travellers each year. If a package holiday organiser, online / high street agent or airline goes out of business, the following information may apply to you, depending on your business model relationship.

1. Flight-based ATOL package holidays

If travellers have booked an ATOL-protected package, they will receive

an ATOL certificate from the seller. If the seller then subsequently ceased to trade, the traveller must receive a refund if they haven't travelled, or be repatriated if they are on the package holiday. For more information, the traveller should be referred to the Civil Aviation Authority (CAA) website.

2. ATOL-protected flight only

If travellers have booked an ATOL protected flight with an airline that ceases to operate, the traveller should also visit the CAA website for details of refunds and repatriation.

3. High street / retail sales

Where you are the contracted organiser for bookings taken by a travel agent that goes out of business, it is your responsibility to continue to provide the holiday that was booked.

4. Non-flight packages and LTAs

Where you have booked non-flight packages with an organiser that ceases to operate, these sales must be protected. Travellers will need to submit a claim for a refund to whoever provided the protection (which must be by a bond, insurance or trust account). If the traveller is already on holiday, in most cases the package holiday should continue as normal (LTAs are covered later in the guidance).

5. Single element sales (such as flight-only or accommodation-only)

Where single element sales have been booked, such as accommodation-only with an organiser / travel agent or online travel agent that ceases to operate, these sales are unlikely to be protected.

Case Study

First 2018 PTR Prosecution

On 3 December 2021, Anthony Taylor of TT Tours, a Wolverhampton Coach Operator, who tricked hundreds of pensioners out of their holidays and pocketed their money, was jailed for four years at Wolverhampton Crown Court; this was the first such prosecution under the Package Travel and Linked Travel Arrangements Regulations 2018 (2018 PTRs).

Taylor took £65,000 from elderly customers to fund a lavish lifestyle including trips to five-star hotels in London, gambling, restaurants and payments to a girlfriend. He pleaded guilty to fraudulent trading and breaches of the 2018 PTRs and the Consumer Protection from Unfair Trading Regulations 2008 (CPRs).

Taylor, who operated from a stall at Bilston Indoor Market, had targeted senior citizens' clubs to promote a five-day coach holiday to Torquay, which included travel, hotel, five-course evening meal, free evening bar and excursions for £99. The hotels in Torquay which had allegedly been booked by Taylor never received such bookings and had never heard of him or TT Tours. 300 customers had booked on to the trip that was due to depart on 17 February 2020 and the unwitting victims only discovered they had been duped when they turned up with their suitcases and no coaches ever arrived to collect them. TT Tours had never filed any accounts and had no business bank account. All of the customers' money, paid mainly via cash, cheque or transfer, went straight into Taylor's personal bank account.

Flight-inclusive package holidays and ATOL protection

If a travel business with an ATOL ceases trading, the ATOL scheme protects travellers who had booked flight-inclusive holidays with the company. It supports travellers currently abroad and provides financial reimbursement for the cost of replacing parts of an ATOL protected package.

The scheme is designed to reassure travellers that their money is safe and will provide assistance in the event of a travel business failure. For more information on ATOL protection visit the CAA website.

There are three insolvency protection options which the 2018 PTRs permit organisers to use for **non-flight package holidays and LTAs:**

- bonding
- insurance
- trust account

Bonding

To use the bonding option a trader must be a member of an approved body (approved by the Department for Business and Trade), which oversees the bonding process to ensure that the bond is at an adequate level to meet insolvency requirements. The bonds must not exceed a period of 18 months and must be a sum that covers whichever is the smaller of the following:

- the maximum amount of payments the organiser expects to hold at one time for travel packages still to be performed
- not less than 25% of all payments the organiser expects for travel packages in the 12-month period from the start of the bond

Alternatively, if the approved body has a reserve fund or insurance to cover any shortfall in bond cover,

the sum must cover whichever is the smaller of the following:

- no less than 10% of such payments
- the maximum amount of payments the organiser expects to hold at one time for travel packages still to be performed

In the case of packages that might involve repatriation costs, the bond must also incorporate such additional sum as the organiser may reasonably be expected to cover and, if necessary, accommodation for the traveller prior to repatriation.

Approved bodies are:

- ABTA
- the Association of Bonded Travel Organisers Trust with Bonded Coach Holidays BCH / ABTOT

Insurance

The organiser can take out one or more insurance policies that recognise travellers as the insured persons and therefore pay direct to the travellers in the event of insolvency. Organisers must ensure that any insurance policy that they secure is not voided due to negligence or a breach of condition on their part. For instance, we are aware that ABTA makes it a condition for any underwriters on their approved list not to reject any claim made by travellers or withhold payment under the policy to any travellers (who can prove a loss) due to any breach of the terms, conditions or covenants of the policy by the relevant package organiser or facilitator of an LTA. This is considered to be good practice.

Trust account

This option requires all money paid by the traveller to be held by an independent trustee until the contract has been performed. The independent trustee can pass the money to the organiser only

when they provide evidence that the contract has been fulfilled or if evidence is provided that the organiser has repaid a portion of the money to the traveller or the money has been forfeited on cancellation by the traveller.

The costs of administering the trust account must be paid for by the organiser. If the organiser is providing a package that includes the carriage of passengers, they must have insurance in place to cover repatriation and, if necessary, accommodation for the traveller prior to repatriation.

For more detailed information on trust accounts, please see the 'Monies in trust' section of the Business Companion guide 'Package travel and holidays'.

Organisers not established in the UK that sell or offer package holidays for sale in the UK must comply with the UK insolvency protection requirements as stated above. In addition, UK established travel agents (retailers) that sell package holidays combined by organisers outside of the UK are required to take responsibility for the performance of the package and provide insolvency cover, unless they can show that the trader already complies with these parts of the 2018 PTRs.

Exemptions

The guide so far has covered the requirement in the 2018 PTRs that states package holidays must be protected. The requirements are for flight-inclusive package holidays and non-flight package holidays or LTAs. There are, however, three situations stated in the 2018 PTRs that do not require any protection by businesses. These are:

- package holidays and LTAs that last less than 24 hours, unless overnight accommodation was included

Case Study

Social Media

This case study concerns the growing trend of package holidays being sold on major social network sites by ‘homeworkers’ who do not always understand the significance of the sales of package holidays. One travel post by a seller we’ll call ‘X’ on a social networking site ends: “Flights sold separately but showing from £37”. The site was offering sales of hotel rooms and had added the detail of flight prices at the end of the site.

Was the offer for the seller to make the booking or for the traveller? It really isn’t clear, and it must be clearer at the beginning that the flight is extra. If X makes the booking, was it at the same time as the hotel booking? If so, then an LTA (separate selection and payment) or package (if paid as a total fee) would be created.

The post could be misleading and an investigating Trading Standards service would have to consider whether the average consumer would be misled (thinking it an LTA or package), potentially leading to a CPRs offence.

Another major issue is giving an approximate price of flights; they would be subject to change and this could be construed as misleading if the price increased. Travel agents should have a system to check that the information is as up to date as possible, which would be their due diligence defence.

Previously, brochure and website prices could be set where there were charter flights as flight prices rarely changed. Now, package holiday prices are based on scheduled flights and hotel rooms, and prices may well change right up to the point of departure.

Hotel and flight prices may also change, depending on the popularity of the hotel or flight. Where prices are described as a ‘from’ price, it is very difficult to gauge the actual cost until much closer to departure. For this reason, you should not quote a set price unless you are able to show you have a ‘significant number’ at this price.

Exemptions (cont’d)

- package holidays and LTAs that are organised occasionally, on a not-for-profit basis and for a limited group of travellers, such as a one-off trip arranged by a church for its members. This would apply only to the not-for-profit organisation itself and not to an organiser serving that group or market on a commercial basis
- business travel packages and LTAs will be exempted, unless they are purchased from ‘consumer-based’ providers (for example, high street travel agencies)

Descriptions

Trading Standards services have recently been advising businesses on the various forms of advertising their package holidays.

In one advertisement for a package holiday a trader stated that “verbal communication falls outside the scope of the 2018 PTRs”. This was incorrect. Verbal communication can be misleading and could be a breach of the CPRs. The law states that if the description could mislead an ‘average consumer’, action could be taken.

The trader also claimed that “social media descriptions fall outside the 2018 PTRs”. Again, this is incorrect and certain package holiday claims are being investigated.

A very recent issue has been

the sale by high street and online travel agents of a ‘super package’ (or ‘package plus’) and whether the agent would have to provide protection. A super package is where a travel agent sells a package holiday as a retail agent, but at the same time sells an additional travel service. For example, a traveller may well ask for airport accommodation to be booked alongside the package holiday, perhaps because of an early flight. Similarly, the traveller might ask for transport to be arranged from their home to the point of departure of a package (cruise).

The travel agent will sell the package and the additional travel service as a retail agent. The organiser of the package will not change and will be responsible for all the elements making up the package. Similarly, the airport accommodation provider (for the early flight) and transport provider for the trip to the port to pick up the cruise ship will be responsible for those elements only.

If the travel agent was to be the organiser of this super package, the consequences for the travel agent will become unrealistic and add to the confusion for travellers.

There are clearly four travel services defined in the 2018 PTRs and ‘package’ is not stated as a travel service.

In addition, the 2018 PTRs contain extensive pre-booking information requirements on both the organiser and the retailer. The traveller should therefore be in no doubt as to what the package does and does not contain.

It is likely that agents will need to demonstrate that the traveller was informed about which components were included in the package, which were not, and the status of the various parties in the sale. For example, the identity of the tour operator, the single

component supplier and the status of the agent.

The 2018 PTRs contain a 'legal right of redress' for package holiday organisers under regulation 29, which allows them to bring a claim against a third party that has done something that triggers a liability for the organiser to the traveller. For example, cancelled flights that lead to a refund of a flight-inclusive package.

In the recent case of *On The Beach v Ryanair* [2023], the High Court awarded *On The Beach* (an online travel agent) £2 million. *On The Beach* claimed that it had to refund its customers for cancelled flights, and that it never received the money back from Ryanair. A similar case with the same amount awarded is *Travel Republic v Ryanair* [2023].

'Cease and desist' letters were mentioned earlier in the guidance and can be used to help prevent scammers from infringing your intellectual property rights. One scammer had copied a UK tour operator's website and added one letter to the URL (internet address). When you clicked on a link to it, you landed on a page that looked exactly like the operator's website, displaying, illegally, the logos of ATOL and ABTA. Another example was a scammer using another organiser's logo. The scam was offering top-end travel services and a cease-and-desist letter was sent by the operator, and the letter worked.

Although a cease-and-desist letter has no legal force, it can cause the scammer to stop the infringing behaviour (especially if they are not a scammer as such, and did not know they were breaching the operator's intellectual property rights).

Organisers and travel agents

The 2018 PTRs explicitly place liability for the performance of the travel services included in the package on the organiser, irrespective of whether the travel services are performed by third parties.

In some cases, the person with whom the traveller immediately deals in purchasing a package will be the organiser. In other cases, the travellers will be dealing with a retailer (travel agent) selling on behalf of an organiser.

When considering whether a trader is an organiser, it should make no difference whether that trader is acting on the supply side or presents themselves as a travel agent acting for the traveller. Any trader who ultimately combines a package will be the organiser for the purposes of the 2018 PTRs.

An organiser must always provide accurate information to travellers. Organisers could offer package holidays, LTAs, accommodation-only or flight-only facilities to the traveller. Travellers need accurate information to make an informed choice.

It is important with package holidays and travel services to understand what the responsibilities of the organiser and agent are in any transaction with the traveller. In general terms, the organiser is the party that is contractually bound to the traveller to provide the travel services. A business will be the organiser if it places itself in contract with the traveller, either directly or through someone it has appointed or allowed to act as its agent.

Where an agent has been appointed, they can contract on behalf of that organiser and their acts are treated as those of the organiser. It is vitally important for businesses to understand that where monies are paid to an agent on behalf of the organiser, the monies are deemed to have been received by the organiser.

Case Study

Online holiday marketplace

The second case study concerns a well-known accommodation-only provider.

A Trading Standards service investigated the issue of a prominent accommodation marketplace that seemed to be selling package holidays and not providing the level of financial protection needed. Normally there is no problem with obtaining a holiday property, but there are links suggesting that they are growing into package territory.

Typically, although not definitively, an organiser will issue its own documentation to the traveller, have terms and conditions (which may include cancellation terms and provisions), set the price of the supply and be responsible for the actual supply of the services.

The 2018 PTRs include a definition for 'organiser' - for example where a traveller purchases a flight on the airline's website (from the airline (the organiser)) and a link on the flight website takes the traveller to an accommodation website where a booking is made within a 24-hour period. This 'linked website transaction' (not linked travel arrangement) occurs when the payment details, name and email address of the traveller are passed from the initial organiser to another trader in a targeted manner and would now be termed a package. When considering whether a trader is an organiser, it should make no difference whether that trader is acting on the supply side or presents themselves as an agent acting for the traveller. Any trader that ultimately combines a package will be the organiser for the purposes of the 2018 PTRs.

Case Study (cont'd)

Travellers need to inform the organiser without undue delay, considering the circumstances of the case, of any lack of conformity they perceive during the performance of a travel service included in the package travel contract. Failure to do so may be considered when determining the appropriate price reduction or compensation for damages where such notice would have avoided or reduced the damage.

Travellers will not be entitled to compensation for damages if the organiser can prove that lack of conformity is one of the following:

- attributable to the traveller
- attributable to unforeseeable or unavoidable actions of a third party not connected to any of the travel included in the package due to unavoidable and extraordinary circumstances

If a traveller is in difficulty during the package holiday, the organiser is obliged to give appropriate assistance without delay. Such assistance should consist mainly of providing, where appropriate, information on aspects such as health services, local authorities and consular assistance, as well as practical help - for example, about distance communications and finding alternative travel arrangements. They can charge a reasonable fee for such assistance if the difficulty is caused intentionally by the traveller or through the traveller's negligence. That fee must not in any event exceed the actual costs incurred by the organiser.

The pandemic did highlight some problems with action being taken under the Consumer Rights Act 2015 (CRA), such as this example of a couple who had booked their honeymoon prior to COVID-19.

They were forced to cancel their wedding owing to the pandemic and the owner of the accommodation was asked to provide a refund of the £1,190 they had paid. The owner refused, pointing out the clause that stated: "All deposit payments are non-refundable". Noticing the cottage had been re-let, they repeated their request citing that the owner had not lost out on income, but it was refused again.

A Trading Standards service received their complaint and it was found that the statement regarding deposit being non-refundable was a breach of the CRA. Court action was taken, with a positive result for the couple, who got their refund.

Who must provide the relevant information?

Information on package holidays must be provided to the traveller, and where the responsibility for this lies differs according to who sold the package.

When a package is sold through a travel agent / retailer, the organiser and the agent / retailer must ensure that the required information, both before and after a package is sold, is provided to the traveller.

To avoid duplication, they may decide between themselves who will provide this information, but must ensure that it is provided.

Where a package is not sold through a retailer, it is the organiser's responsibility to provide the information. The Foreign, Commonwealth and Development Office (FCDO) provides travel advice for British nationals travelling abroad. The advice includes information on safety and security, local laws and customs, entry requirements, natural disasters, political situations, health alerts (including the latest information regarding COVID-19) and crime. You

can find the latest foreign travel advice on the GOV.UK website.

Case Study

Injury sustained in hotel

Mrs D, a pensioner, booked a trip to London, travelled on a coach with 39 others, saw a show and stayed at a hotel overnight. The package cost £279.

The following morning she was having a shower when the glass shattered. The hotel called an ambulance, but she wasn't taken to hospital. The hotel did not contact the operator. She was very shaken but returned home on the coach. She was offered £250 by the hotel. She could have a case for personal injury damages and may have had a case against the hotel for negligence as they owed Mrs D a duty of care; when a person is injured by the negligence of another, the injured party is legally entitled to damages. The types of damages recoverable in a personal injury case are intended to place the injured party in a position they would have been in had the injury never occurred. So, the 'injured' person can claim for their pain and suffering.

If there is any suggestion of personal injury, the operator must refer the matter to their tour operator liability insurers. Under regulation 15(2) of the 2018 PTRs, the operator (as the organiser) has an obligation to provide assistance to deal with the claim.

It is not advisable for the operator to make any offer and the injured party should be referred to the operator's insurers.

The injured party has three years to make a claim and if the claim is not reported then the company's insurance premium would take a hit.

During the COVID-19 pandemic, the FCDO advice was to cancel all non-essential travel to a destination. It was assumed that if the package had to be cancelled, the 2018 PTRs would guarantee a refund, but it was not clear if FCDO advice banning non-essential travel to destinations would guarantee a refund under that regulation. The Civil Aviation Authority stated that the FCDO advice not to travel to some destinations was not mandatory and it would be up to the airline how to deal with travellers booked on to future flights. However, a recent judgment in London civil court found that FCDO advice against all but essential travel entitles a package customer to a full refund. The judgment was against Loveholidays in September 2021. A traveller cancelled his £2,065 holiday to Croatia following FCDO advice, and spent more than a year trying to obtain a refund from Loveholidays.

Case Study
Building works

The next case study concerns the issue of building works in a resort and when to notify the traveller. CTSI contacted the Advertising Standards Authority (ASA) regarding its Code of Advertising Practice, which is based upon the Consumer Protection from Unfair Trading Regulations 2008 (which are enforced by Trading Standards services). CTSI spoke to its executive about just what the ASA means when it states that: “When advertising hotels abroad the organiser should always put on the website (if this is how the package is sold) that there may be building works at the hotel”. The Code of Advertising Practice is quoted. The three important points CTSI made were:

1. Information on building work, if relevant to the traveller, can be provided during the booking process. The ABTA Code states that this must be provided before the holiday is booked.
2. This view, that not everything has to be provided at the start of the booking process, is backed up by the case of *Purely Creative and Others vs The Office of Fair Trading* [2011]. The judge stated: “The question is not whether the omitted information would assist, or be relevant, but whether its provision is necessary to enable the average consumer to take an informed transactional decision”.
3. We then said that the issue about

building work is what you can say on the front page that will help the traveller. “There is building work at this hotel” would not be specific enough or of benefit to the traveller. They will need to know the impact of the work, which could range from visual untidiness through to noisy disruption of a holiday. Also, building work changes all the time, so it would be impossible to accurately describe it. In addition, it affects travellers in different ways. They might be put in a room away from it. They might spend very little time at the hotel, and not be bothered at all. Also, they might book for a future date when the work will have stopped.

CTSI and ABTA consider it misleading to put a general statement on building work at the start. That is why it works so much better coming up later in the process through errata, if it affects the client’s dates of travel.

PART 3. LINKED TRAVEL ARRANGEMENTS

The second key area of travel law

Do you sell linked travel arrangements (LTAs)?

We start here with a reminder of the definition. There are two different types of LTA set out in the Package Travel and Linked Travel Arrangements Regulations 2018 (2018 PTRs):

1. The separate selection and separate payment of travel services made during a single visit to a trader’s point of sale (for example, at a travel agents, where the traveller selects and pays for a hotel and then, without leaving the agent, they select and then pays the agent separately for a flight) or website (for example, a traveller goes on to a website, selects and pays for a flight, and then while they’re still on the website, they select and pay separately for a hotel).
2. The second definition refers to a traveller visiting a website and after the traveller has purchased one travel service, they are ‘targeted’ with a cross-sell to another trader’s website, where the traveller buys from that other trader within 24 hours.

For example, an airline sells a traveller a flight. In the booking confirmation email, the airline invites them to book a hotel room online to go with their flight. The traveller clicks on the link and books a hotel within 24 hours of booking the flight.

The 2018 PTRs exempt the following LTAs:

- LTAs covering a period of less than 24 hours, unless overnight accommodation is included
- LTAs offered occasionally and on a not-for-profit basis and only for a limited group of travellers
- LTAs purchased based on a general agreement between a travel company and another person acting for a trade, business, craft or profession for the purpose of booking travel arrangements in connection with that trade, business, craft or profession

The difference between packages and linked travel arrangements

Businesses must be very clear that they understand the difference between a package and an LTA. The LTA criteria described above should be compared with the package holiday definitions, which are described in points 1 to 6 below.

Particular attention should be made to the online difference between package holiday sales and LTA sales.

1. Traditional package holidays sold by tour operators, travel agents or online traders combined by one trader and sold under a single contract.
2. Where the travel services are sold in a single booking process (a shopping-basket style of selection) where the traveller can select a range of travel services related to a single trip to create a package. The point of sale could be at a travel agent, a website or over the telephone.
3. Travel services are sold at an inclusive or total price. So, for example, an organiser puts

together a selection of travel services for the same trip and sells it to the traveller for a total price.

4. The holiday is sold as a 'package' or a similar term - for example, an all-inclusive or all-in arrangement.
5. Travel services are combined after the sale of the package, allowing subsequent choice (for example, gift-box style packages, such as a 'taste of the region' package) that allows the traveller to select their accommodation and meal option after the contract has been made.
6. Travel services are sold through a linked online booking process, where the traveller's name, payment details and email address are sent from the first trader they purchase from to a 'targeted' second trader, where a purchase is made no longer than 24 hours after the first service was purchased.

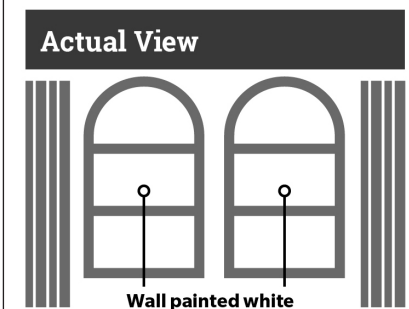
Businesses should compare the difference of linked online sales of a package (where the traveller's name, payment details and email are transferred to the second website and a purchase is made from the second website within 24 hours) to the linked online sale of an LTA (where the name, payment details and email are not transferred, although the sale must still be within 24 hours).

The fact that a traveller pays separately for the travel services does not mean that it is an LTA. They must select a service and book it before moving on to select and book the second and further services for the resulting trip to be an LTA rather than a package.

Case Study

A room with a 'sea view'

An online bed bank gave a traveller a selection of hotels to choose from. The traveller purchased a hotel with the description "The hotel has a wonderful sea view". The traveller clicked a link on the bed bank's website and was taken to an airline website, where they selected and paid separately for a flight within 24 hours. The traveller had therefore purchased an LTA. However, when the traveller arrived, they found the description of the room to be totally misleading. The picture of the hotel, which accompanied the online description, is below.



The traveller complained to the hotel that they had purchased a room with a sea view and this had not been provided. As this was an LTA, the hotel was responsible for the description and moved the traveller to a room with a proper sea view, as well as paying compensation.

PART 4. INFORMATION REQUIREMENTS

The third key area of travel law

Information requirements under the 2018 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 (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.

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.](https://www.legislation.gov.uk/ukxi/2018/634/contents)

[gov.uk/ukxi/2018/634/contents](https://www.legislation.gov.uk/ukxi/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 2018 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 2018 PTRs.

So now on to the exact information required by the 2018 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 2018 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.

This 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 2018 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 provides for general information provided by the website.

Part 2. This lists the key rights under the 2018 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 send a link to the Regulations.

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 2018 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 2018 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 2018 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/ukxi/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 2018 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 Consumer Protection from Unfair Trading Regulations 2008 (CPRs).



Additional information to be provided in a 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.

Additional information to be provided in a 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 2018 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 2018 PTRs. They can be found at <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 2018 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 2018 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.

The cancellation of packages due to COVID-19 has been a real problem for both businesses in trying to obtain refunds from suppliers, so that they can refund their clients in compliance with the cancellation provisions in the 2018 PTRs, but also for travellers in trying to obtain a refund in compliance with the details mentioned above. There are two particular circumstances in which organisers may cancel.

a) 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

b) The organiser is prevented from performing the contract because of unavoidable and extraordinary circumstances (this would have included the COVID-19 pandemic). If this is the case, the organiser must notify the traveller as soon as possible.

PART 5. ADVERTISING AND PRICING REQUIREMENTS

The fourth key area of travel law

Advertising and pricing requirements under the 2018 PTRs

Websites or brochures displaying package holidays are required to indicate the price of each package in a legible, comprehensive and accurate manner. All price indications, including those on websites, must make clear the basis for the price shown - for example, departure date or standard of accommodation.

You must include any non-optional extra charges in the basic price and must not show them as additions, unless they are only payable by some travellers - for example, single room supplements.

If the price displayed is not a fixed offer but liable to change before the traveller makes a booking, this must be made clear wherever it applies - for example, by a box or annotation on each page of the brochure or web page. The way in which the price will be calculated must be clearly explained, and the traveller directed to where in the brochure or website the information is available.

If you reserve the right to increase prices after travellers have made their booking, this must likewise be consistently brought to the traveller's attention and the traveller directed to where in the brochure or website the information is available.

The Package Travel and Linked Travel Arrangements Regulations 2018 (2018 PTRs) restrict the ability of the organiser to increase prices after the traveller has booked. Therefore, organisers may only alter the price of a package travel contract if that possibility has been reserved in the

contract, and relates to one or more of these three scenarios:

- increase in transport costs due to changes in fuel prices or other power sources
- changes in taxes or fees on travel services imposed by third parties not involved in performance of the package - tourist taxes, for example
- exchange rates relevant to the package

If a right is reserved to change the price for the reasons above, the contract must also allow for a price reduction if the same factors lead to cost reductions for the organiser.

Furthermore, the price cannot be changed unless the organiser notifies the traveller no less than 20 days before the start of the package. Price increases over 8% of the original package price are considered a significant change to the package and trigger the traveller's right to cancel the contract without a cancellation fee.

The Consumer Protection from Unfair Trading Regulations 2008 (CPRs) also prohibit 'misleading actions' and 'misleading omissions' that cause, or are likely to cause, the average consumer to take a 'transactional decision' they would not have taken otherwise, despite it being in the same time period.

Advertisers should not provide information in a manner that is unclear or ambiguous. Trading Standards services have advised a number of larger organisers that their advertising should not falsely state that a holiday price will only be available for a very limited time, in order to elicit an immediate decision.

For example, one luxury resort chain offered a seven-night all-inclusive break to Jamaica for £1,465 per person in its summer sale. 'Save up to 60% ... Hurry! Only one day left,' the advert read. However, the day after the 'sale' ended, the price dropped by £50

per person - and continued to run for another week - so there was no need for consumers to hurry after all, as the business added another seven days to the countdown clock.

Another company offered seven nights at a Florida hotel from £792 per person if booked by 17 August. The day after the sale, the same dates had dropped to £677 per person, which was a £230 saving for two people sharing.

Availability of advertised prices

The next important element is the availability of the advertised prices.

There are a number of requirements for those who advertise holiday prices. The CPRs specify that price promotions must not contain false information about the price, "the manner in which price is calculated" or the "existence of a specific price advantage".

The following are examples that may breach this requirement:

- advertising a price promotion for a product that is not in fact available at the advertised price
 - comparing your current price to a reference price that is not genuine. For example, price promotions that aim to demonstrate good value by referring to another, typically higher, price
- Examples of reference pricing are:
- 'was / now' prices, which compare an advertised price to a price the trader has previously charged for the product
 - after-promotion prices or introductory prices, which compare the current advertised price to a price the trader intends to charge in the future
 - comparing your own price to the higher price of a competitor but presenting the higher price as your own previous price

- excluding a compulsory charge from your headline price
- claiming a discount that is not in fact given to the traveller
- claiming a discount for all your holidays when all holidays are not in fact included in the offer - for example, '10% off all package holidays booked before end of September' when holidays to Spain are excluded. In this particular example, Trading Standards services would need to ensure that the advert was not misleading and we would enforce the rules of the CPRs

If holidays are advertised at a 'from' price, the guidance from the Department for Business, Innovation and Skills (a predecessor of the Department for Business and Trade) is that there must be a significant number of holidays available at this price. Previously, brochure prices were able to be set where there were charter flights, as flight prices rarely changed. Now package prices are based upon scheduled flights and hotel rooms, where prices may change right up to the point of departure.

Investigations have revealed that hotel and flight prices may also change, depending on the popularity of the hotel and flight. For example, 'cookies', recognising when travellers request prices on one website, then search other sites to compare; when returning to the original website, the price is often higher as it recognises the previous enquiry.

It is very difficult to know how genuine a 'from' price can be. Operators will often not know the package price almost until departure.

In advising organisers regarding price promotions, Trading Standards services always insist that the advert must carry the statement that the holidays are always subject to availability.

We are also aware that some organisers advertising pricing promotions online like to highlight their prices in ‘real time availability’. There is nothing incorrect with this type of advertising as long as there is a clear statement as to the length of time that these prices are available. The examples below show how travellers can be confused by the wording in some price promotions, specifically concerning the amount of availability at the advertised price.

The ASA’s website provides more advice on price promotions.

Case Study

Significant proportions

These mock adverts give you an example of how confusion with advertising can sometimes cause problems for consumers:

There should be a ‘significant proportion’ at this price

Sample advert text

Fantastic fares to St Malo!
 Save £££s by travelling to St Malo with us!

From
£235
 Car + 2 return!

All the services should be at this price

Sample advert text

Enjoy a break in France
 Great value 4-day breaks this Autumn!

£175
 Car + 2 return!

So there should be a ‘significant proportion’ at this price

Sample advert text

4 Nights in Jersey
 At our 4* waterfront hotel

From only
£299
 Per person

PART 6. PAYMENT SURCHARGES AND CREDIT CARDS

The fifth key area of travel law

Whichever methods of payment a business accepts, there are costs associated with handling and processing the payment. Most businesses treat these costs like any other costs, and they simply set prices at a level that is intended to generate an acceptable return or rate of profit.

However, in some cases, businesses have sought to cover or offset the cost of accepting certain payment methods by imposing surcharges on consumers who choose to use those payment methods.

The Consumer Rights (Payment Surcharges) Regulations 2012 (amended by the Payment Services Regulations 2017) state that holiday and travel businesses are not permitted to impose surcharges for taking payment by a consumer debit or credit card, or an electronic payment service (this electronic payment service is usually some form of digital financial instrument, such as PayPal) that is backed by a bank or an intermediary. The ban on surcharges does not apply to commercial debit or credit cards.

Businesses cannot impose any surcharge for using the following methods of payment:

- consumer credit cards, debit cards or charge cards
- similar payment methods that are not card-based (for example, mobile phone-based payment methods)
- electronic payment services (for example, PayPal)

Businesses can make a charge for accepting a payment by any other method - for example, cash, cheques, standing orders and direct debits.

However, under the Regulations, if the consumer must pay a surcharge for using a particular method of payment, then that surcharge must not be more than it costs the business to process that method of payment. The Regulations do not specify any maximum amounts as the costs should reflect the actual cost to the individual business of processing the payment.

A business can apply the payment surcharge based on the average cost incurred in processing payment by a particular means.

Where a surcharge is made for any payment method, this information must not be hidden. Under the Consumer Protection from Unfair Trading Regulations 2008 (CPRs), businesses must not give misleading information to travellers, nor may they hide or omit information that the traveller needs in order to make an informed decision.

It is important to clarify that the Regulations only apply to charges for using a particular method of payment. Businesses are still permitted to charge other fees (such as delivery fees, booking fees or administrative fees) as long as these are the same irrespective of the payment method. For example, a booking fee that is £10, or is 10% of the total price, regardless of whether payment is by cash, debit card or another method, is not a payment surcharge and is not covered by the Regulations. Note, however, that the price of holiday or travel services, must be quoted inclusive of any non-optional surcharges wherever they appear and always before the traveller takes any action towards making a booking.

These rules relate to all bookings, irrespective of where or how they take place. They therefore include contracts concluded on business premises (for example, a travel agent), contracts concluded away

from business premises and those concluded at a distance (for example, a purchase by telephone or via websites, Facebook etc).

Travellers are entitled to seek redress and a refund if asked for a payment surcharge that is banned or is more than allowed by the Regulations. This right applies whether enforcement action has also been taken by Trading Standards services.

The use of credit cards

Under section 75 of the Consumer Credit Act 1974, the credit card company is jointly and severally liable for any breach of contract or misrepresentation by the organiser.

This will mean that the credit card company it is just as responsible as the organiser for the service supplied, allowing consumers to also put a claim to the credit card company. They do not have to reach a stalemate with the organiser before contacting their credit card provider; they can make a claim to both simultaneously, although they cannot recover their losses from both.

Section 75 of the Consumer Credit Act also applies to foreign purchases, as well as holidays and travel bought online or by telephone. For these protections to apply the purchase must be over £100 but under £30,000.

To make a claim under section 75, the consumer doesn't need to have paid more than £100 or the full amount on their credit card; the card company is liable even if they made only part of the payment (a deposit, say) on their card.

It's the value of the travel service they are buying that is key, not the amount paid on the card.

For example, if the consumer booked a hotel and paid a £60 deposit with their credit card and the balance of £420 by cheque, they would be

covered for the whole £480 if the hotel went out of business.

PART 7. COMPLAINT RESOLUTION

The sixth key area of travel law

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.

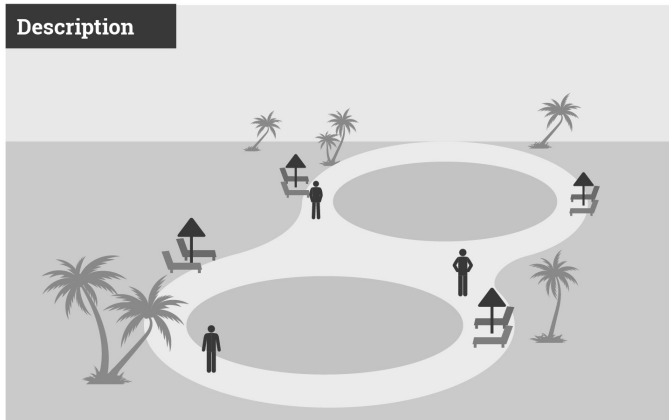
CTSI has approved ABTA's ADR scheme, which is also positive news for travellers booking with ABTA's members. Travellers have the choice of ADR or court and nothing should be included that would deny clients the option of taking action in the courts if they so wish.

Case Study

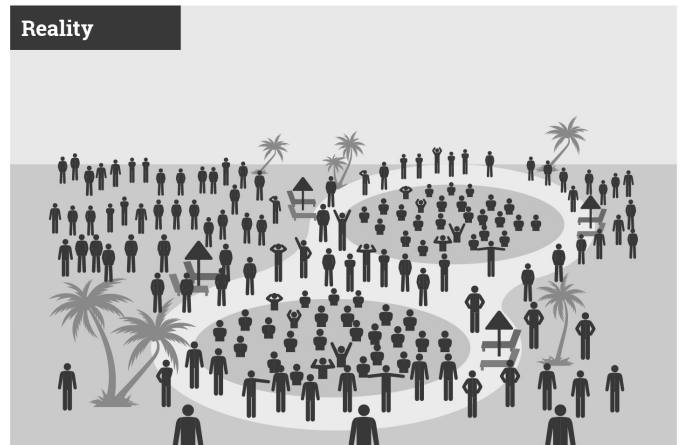
Misleading description

This complaint concerned a description from a holiday accommodation website, which was thought to be misleading and the CPRs were used to investigate.

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 consumers 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 8. BREXIT

Travelling in Europe following the UK’s exit from the European Union (Brexit)

Key changes

The UK’s exit from the EU (which happened on 31 January 2020) affects UK travellers in the EU. These are some of the key changes:

- travellers will need their driving licence and vehicle log book
- travellers may need an international driving permit (IDP), depending on where they’re going (see below)
- a GB sticker is required for UK vehicles
- travellers will need a ‘green card’ to prove they have the right travel insurance (see below)
- if a driving licence is about to run out, the driver will need to renew it at least a week before they travel

The AA’s website has useful further information. See also ‘Travel or do business in Europe: Brexit guidance’ on the GOV.UK website.

International driving permit

The UK Government says: “You may need extra documents from 1 January 2021. You might need an international driving permit (IDP) to drive in some countries.”

In fact, you may need two. A 1949 IDP covers Spain, Cyprus and Malta, while a 1968 version is valid everywhere else in the EU. The IDP is available at larger post offices. Take your driving licence, a passport photo and £5.50.

Green cards

UK travellers must obtain a green card if taking their vehicle to travel around Europe. A green card proves its bearer has the necessary motor insurance. This includes motorists travelling between Northern Ireland and the

Republic of Ireland.

Travellers may be fined or required to buy additional insurance if they do not travel with a green card. Motor insurance providers should provide their customers with a green card free of charge.

Travel insurance and the EHIC / GHIC

Businesses should explain to travellers that a European Health Insurance Card (EHIC) will no longer be valid past the stated expiry date.

The European Health Insurance Card (EHIC) is being phased out for UK holidaymakers heading to the EU in favour of a new, free, Global Health Insurance Card (GHIC).

Like an EHIC, a GHIC is not a replacement for travel insurance; it does not cover everything, such as mountain rescue or being flown back to the UK for treatment.

Travellers should also be informed that, unlike EHICs, travel insurance

probably won't cover them for illnesses they already have.

Travellers should be told that it's important they tell their insurer about any health problems. If the insurer can't cover them, they should recommend a specialist insurance company that can.

Travellers should always get appropriate travel insurance with healthcare cover before they go abroad. It is particularly important they get travel insurance with the right cover if they have a pre-existing medical condition. This is because the EHIC covers pre-existing medical conditions, while many travel insurance policies do not.

National Trading Standards recently prosecuted two brothers who ran a scam, charging people £32 for what should have been a free EHIC card. Both brothers were convicted under the Fraud Act and one of them was also convicted of engaging in aggressive commercial practices by threatening people who complained (a breach of the Consumer Protection from Unfair Trading Regulations 2008 (CPRs)).

Travellers should apply for the free GHIC card through the NHS website.

Passports

UK travellers must have at least six months left on their passport before they visit the EU and the passport must be less than 10 years old (even if it has six months or more left). If a passport is not renewed, its bearer may not be able to travel to most EU countries and Iceland, Liechtenstein, Norway and Switzerland. There is an online tool to check whether a passport is valid for the country the traveller intends to visit.

UK travellers should still be able to take their pets abroad, but the

rules could become very complex. Travellers will need to be told that they are going to have to take their pet to the vet to get a rabies vaccination. They will then have to return a month later to get a blood test and send that blood test to an EU laboratory.

The traveller's vet will have to confirm the results and the traveller will then have to wait another three months before they can go.

Data roaming

Charges for making calls abroad have been a problem for mobile phone users since the devices were invented. These so-called roaming charges were often very expensive but an EU initiative changing telecoms rules meant they were abolished and consumers could effectively 'roam like at home'.

Such provisions have become very important for UK holidaymakers. The UK Government has set an ambitious target of 'no less protection' for consumers as the UK leaves the EU. Nevertheless, the ambition to leave the EU digital single market and questions over regulations requiring reciprocal agreement with the remaining EU 27 Member States seem to provide significant barriers in reaching that goal. It remains unclear whether the current charging regime can be retained and some mobile operators are now charging UK customers for calls, texts and data when they are in the EU. Current Government guidance is that guaranteed free roaming ended on 1 January 2021 and travellers should check with their operators.

Visas

UK citizens will need a visa for stays in the EU of longer than 90 days in a 180-day period.

There is a new system called the European Travel Information and Authorisation System (ETIAS), which is due to be introduced in 2025. It is only for travellers who can currently travel to Europe without a visa; it will therefore not be available to UK citizens.

LEGISLATION

The laws featured in this guide

Trading Standards

For more information on the work of Trading Standards services - and the possible consequences of not abiding by the law - please see 'Trading Standards: powers, enforcement and penalties'.

Key legislation

- Consumer Credit Act 1974
- Fraud Act 2006
- Consumer Protection from Unfair Trading Regulations 2008
- Consumer Rights (Payment Surcharges) Regulations 2012
- Consumer Rights Act 2015
- Payment Services Regulations 2017
- Package Travel and Linked Travel Arrangements Regulations 2018

Please note

This information is intended for guidance; only the courts can give an authoritative interpretation of the law.

The guide's 'Key legislation' links may only show the original version of the legislation, although some amending legislation is linked to separately where it is directly related to the content of a guide. Information on changes to legislation can be found by following the above links and clicking on the 'More Resources' tab.

Last reviewed / updated: March 2024