

# ABTOT Membership Code of Conduct

Produced in March 2023

This Code of Conduct is binding on Members and forms part of the pack of ABTOT Membership documents comprising:

- ABTOT Bonding and Shortfall Regulations
- Guidance on displaying ABTOT logos and wordings
- Declaration of Compliance – revised and attached at Appendix One

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## 1. Member obligations to ABTOT

### 1.1 Compliance with Regulations

ABTOT Limited is a government approved Membership association. Its Members are travel organisers who are bound by the Package Travel and Linked Travel Arrangements Regulations 2018 or who have chosen to provide financial protection for their business.

As an ABTOT Member you are expected to act at all times in accordance with the overarching Package Travel Regulations as they may be amended from time to time.

Key protections under the 2018 Package Travel Regulations include:

- Making the organiser liable for the performance of the travel services.
- Protection against the insolvency of package organisers, ensuring customers are refunded, or where applicable, repatriated should the organiser cease trading.
- Detailed information requirements that make it clear what product the traveller is buying and the associated protections.

### 1.2 Compliance with this Code of Conduct

ABTOT Members are to comply with this Code of Conduct in all of their customer and ABTOT engagement. If any customers allege a breach of this Code, ABTOT will investigate and will require the full co-operation of the appropriate ABTOT Member during the investigation.

The ABTOT Board of Directors will be responsible for investigating any alleged breach and may impose conditions of continued Membership, or suspend or terminate Membership dependant on the outcome of their investigation.

### 1.3 Submit Quarterly Declarations in time

As an ABTOT Member you are required to submit quarterly declarations to ABTOT in order to ensure your bonding level remains appropriate and compliant with the Package Travel Regulations which require a minimum bond of 10% of annual projections to be in place. Your quarterly declarations must be received no later than one calendar month after the relevant quarter period.

Any top up bonding required as a result of your declaration submission must be completed within 21 days of the quotation being provided.

### 1.3 Best endeavours to submit renewal information in time

ABTOT has six renewal periods, March, April, June, September, October and December. Renewals are generally invited three months before your Membership expires with a request for all information to be provided six weeks before your Membership expires. Members are required to make very effort to meet this information deadline to ensure a timely renewal with no gap in cover.

### 1.4 Liability insurance requirement

It is a condition of ABTOT Membership to have an appropriate liability policy in place and evidence of this insurance will be requested as part of your renewal pack.

### 1.5 Correct use of logo and wording to ensure clarity of cover and programme accessibility

ABTOT Members are provided with personalised logos and appropriate wording to display on their websites, booking conditions, invoices and any other marketing material including brochures and exhibition stands. Guidance on how to display the logo and wordings is provided when you first apply to become a Member.

A declaration of compliance document (DOC) is provided at the time of joining and annually at each renewal and Members are required to sign and complete this to confirm their continued understanding of their obligations. A copy of the guidance on how to display the logo and wordings can be provided again at any time it is required.

ABTOT Members shall ensure there is clarity in their websites and marketing material and that no advert or promotion contains anything that is likely to mislead the public regarding the level of cover in place and the packages offered for sale.

ABTOT Members are also required to ensure their websites, adverts, marketing material and brochures are, in accordance with the Equality Act 2010, clear on any issues which may make the package holidays offered for sale inaccessible for disabled persons.

Where reasonable adjustments can be made to make their programme more accessible, these should be put in place.

## 2. Member obligations to their customers

This is not an exhaustive list of the obligations that travel organisers are required to comply with under the Package Travel Regulations. ABTOT Members should ensure they are familiar with the full contents of The Package Travel and Linked Arrangements Regulations 2018 and a link to the legislation is contained at Appendix Two.

ABTOT works with a number of Industry experts and they should be contacted for advice and assistance with any compliance concerns beyond the need for insolvency protection. Associate partners can be found here: <https://www.abtot.com/abtot-associates/>

ABTOT Members are expected to comply at all times with the following universal legislation in its current form and as it may be updated from time to time:

- Data Protection
- Equality

### 2.1 Information to customers – pre sale

ABTOT Members must provide their customers with specific information before selling them a package, in order to meet the obligations under Regulations 5 and 6 of the Package Travel Regulations. This information includes (but is not limited to):

- the main characteristics of the package;
- total price of the package;
- name and details of the organiser; and
- information on their cancellation policy.

This information is listed at Schedule 1 in 2018 Package Travel Regulations.

This key pre-contractual information is binding and must not be altered unless the customer expressly agrees.

Any changes must be communicated in a clear, comprehensible and prominent manner before the conclusion of the contract.

ABTOT Members are also required to advise and assist their customers in the following areas where it is reasonably practical and proportional for Members:

- FCDO advice or warnings for the destination see <https://www.gov.uk/foreign-travel-advice> ;
- Passport, Visa, entry or transit information specific to the destination(s);
- vaccination and other health requirements for the destination(s); and
- the requirement for appropriate personal travel insurance, especially where the holiday includes sporting, hazardous or high value activities.

## 2.2 Information to customers – post sale

ABTOT Members must provide their customers with a copy or confirmation of the contract once the sale has been concluded in order to meet the obligations under Regulation 7 of the Package Travel Regulations.

The contract should be in plain language and in an appropriate, easily readable format. If the contract is concluded in person, the Member must provide a paper copy of the contract if their customer requests one.

The contract should contain the key information listed in Schedule 1 of 2018 Package Travel Regulations alongside additional important information listed in Schedule 5.

This must include:

- information on ABTOT as the organisation in charge of insolvency protection and
- the approved contact details within the Member organisation for their customer should they encounter any issues whilst on holiday.

The ABTOT Member must, in good time before the start of the package, provide their customers with:

- necessary receipts, vouchers and tickets,
- information on the scheduled times of departure and check-in where applicable,
- information on the scheduled times for intermediate stops, transport connections and arrival.

In addition to informing their customers about any changes to their packages (in the limited circumstances in which changes are permitted), it is considered good practice to take a prompt and proactive approach to communicating with customers other relevant matters, for example:

- building works at the planned accommodation;
- reminders before any key dates or deadlines, such as the last date at which a customer could choose to terminate their holiday for a full refund.

## 2.3 Assistance to Members' customers

ABTOT Members are obligated under Regulation 18 of the Package Travel Regulations to provide appropriate and timely assistance to their customers if they get into difficulty during their holiday.

Assistance should consist of providing, where appropriate, information on aspects such as health services, local authorities and consular assistance, as well as practical help, for instance with regard to distance communications and finding alternative travel arrangements.

ABTOT Members can charge a reasonable fee for such assistance if the difficulty is caused either intentionally by their customer or through the customer's negligence, though any charges imposed should not exceed the actual costs incurred by the Member.

## 2.4 Performance of the package

ABTOT Members as travel organisers are under an obligation to perform the package as advertised and sold. Where, following commencement of the package, significant proportions of the package cannot be performed, alternatives offered should be at no extra cost and should, where possible, be of equivalent or higher quality than those specified in the original contract.

If only alternative arrangements of a lower quality are available, an appropriate price reduction must be implemented. Customers can reject alternative arrangements only if they are not comparable with those originally agreed, or the price reduction offered is inadequate – if either your customer chooses to reject for either of these reasons or you are unable to make alternative arrangements, your customer is entitled to a price reduction and compensation if appropriate.

In cases where the package includes carriage of passengers back to the place of departure, you must arrange for repatriation using equivalent transport.

## 2.5 Unavoidable and extraordinary circumstances

Where it is impossible to ensure your customer's timely return to the place of departure because of unavoidable and extraordinary circumstances, ABTOT Members are obliged to bear the cost of their customer's additional accommodation for a period not exceeding three nights per customer.

## 2.6 Arbitration service for complaints

ABTOT provides its Members with access to an approved arbitration scheme via Dispute Settlement Services Limited (DSS). Guidance, forms and brochure and website wording are provided upon joining ABTOT.

ABTOT will refer any individual customer complaints received back to the Member and arbitration will be offered only once the internal Member complaints process has been exhausted and the Member agrees that arbitration is the best solution.

Arbitration is not currently compulsory for ABTOT Members.

ABTOT Members must make every reasonable effort to reach a speedy solution in the event of a dispute with a customer.

## Appendix One - Updated Declaration of Compliance



### Declaration of Compliance

Last updated March 2023

I/We acknowledge receipt of the guidance note **How to Display the ABTOT Logo and Brochure Wordings\*** and **The ABTOT Membership Code of Conduct\***.

I/We further acknowledge that:

- I/We understand the obligations on Me/Us as an ABTOT Member as contained in the **Code of Conduct**.
- I/We understand where and how the ABTOT logo and supplied wordings must be displayed and will comply with the instructions given; and
- any changes made to brochures, websites and other promotional literature will be notified to ABTOT in writing and that the changes will be carried out in compliance with these requirements; and
- the ABTOT logo will not be displayed on any of our supplier websites;
- I/We will make all reasonable efforts to ensure that the use of the ABTOT logo and wording provides clarity to our customers of what is and what is not covered; and
- I/We will make all reasonable efforts to display the ABTOT logo on our website home page and link that logo back to the ABTOT website.

I/We understand that if we breach this warranty I/We may invalidate the terms of our Membership.

\* Please ask for another copy of the Guidance or Code of Conduct if this is required or would be useful. |

**Organisation**

**Signed on behalf of the organisation**

**Name (please print)**

**Position**

**Date**

## Appendix Two – Package Travel Regulations link

<https://www.legislation.gov.uk/uksi/2018/634/contents/made>