

HERE TO HELP YOU

IF SOMETHING GOES
WRONG WITH YOUR
HOLIDAY ARRANGEMENTS



Association of British Travel Agents



For more than 50 years ABTA and its Members have been helping holiday-makers to get the most from their travel and assisting them when things don't go according to plan.

GREAT SERVICE: ABTA Members follow our Code of Conduct, which means that you'll receive a high standard of service, fair terms of trading, and clear and accurate information.

COMPLAINTS RESOLVED: In the unlikely event of things going wrong, our Code of Conduct ensures that ABTA Members respond to any complaint within strict time limits. If you can't resolve a dispute, we offer a low-cost independent arbitration service.

FINANCIAL SECURITY: Many of the travel arrangements provided by ABTA Members are protected in case of the financial failure of the travel company. You should, however, always ask your travel company if protection applies to your travel arrangements. Where travel arrangements aren't already protected, your travel company may be able to offer suitable insurance to cover you.

To take full advantage of the protection available under any financial protection scheme or the ABTA Code of Conduct, it's important that you have the correct documentation when making your booking. For details, ask for our leaflet
YOUR PROTECTION CHECKLIST: IMPORTANT INFORMATION WHEN MAKING YOUR BOOKING WITH AN ABTA MEMBER.

This booklet explains how ABTA can help you if something goes wrong with your holiday arrangements.

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COMPLAINTS PROCEDURE

Complaints about holidays are best dealt with on the spot by the tour operator's staff or representative. But, if you're still not happy, raise the problem with your travel agent or tour operator when you get home. Our Code of Conduct ensures that ABTA Members respond to any complaint within strict time limits.

If you can't resolve a dispute, the next step is for you to contact our Consumer Affairs Department with details:

Consumer Affairs Department

Association of British Travel Agents Ltd
68-71 Newman Street, London W1T 3AH
Email: consumer.affairs@abta.co.uk
Telephone: 020 7637 2444
Facsimile: 020 7636 8971

Please be ready to send us your confirmation invoice, relevant parts of the brochure or web pages containing descriptions of the holiday, and copies of other documents and correspondence. You'll find our helpful Complaint Forms on our website.

We'll make a record of your complaint and aim to reply to you within seven working days with a **unique reference number**.

COMPLAINTS PROCEDURE continued

We'll investigate your complaint, looking for evidence of any breaches of our Code of Conduct and will take appropriate action.

We may be able to help you settle your dispute by bringing you and the company together. If this doesn't work, we can offer an independent arbitration scheme. And for personal injury and illness claims there's a mediation scheme. Details of these schemes can be found overleaf.



THE INDEPENDENT ARBITRATION SCHEME

If we can't help you settle your dispute ourselves, we can offer you a low-cost independent arbitration service. It's a simple, cheap way to reach a legally-binding solution, all based on documents so that you don't have to appear in court. You can pursue your claim by post, online, or a combination.

If you decide to take your dispute to arbitration -

- You'll need a unique reference number, issued by us - *see page 4*.
- You'll need to complete an arbitration application form. You can do this online through the Chartered Institute of Arbitrators website, or you can download a form or obtain one from the address below:

Chartered Institute of Arbitrators

International Arbitration Centre,
12 Bloomsbury Square, London WC1A 2LP
Email: info@arbitrators.org
Telephone: 020 7421 7444
Facsimile: 020 7404 4023
www.drs-ciarb.com

- Your application must be sent to the Chartered Institute of Arbitrators within nine months of the date your problem arose, or of the date of your return from holiday, whichever is the later.

THE INDEPENDENT ARBITRATION SCHEME continued

Your dispute will be dealt with on the basis of documents (including any video evidence) so there's no need to attend a hearing or present any evidence in person.

The dispute will be handled by a professional arbitrator. He or she will look at all the evidence presented by you and by the ABTA Member, consider what the law says as well as ABTA's Code of Conduct, and then aim to reach a conclusion that's fair and reasonable in the circumstances. The arbitrator's decision is legally binding on you and the company, and is enforceable directly through the courts.

Arbitration is entirely independent of ABTA.



THE PERSONAL INJURY MEDIATION SCHEME

If you have a claim for serious personal injury, or serious illness, a special cost-controlled mediation scheme is available. If you have legal advisers, mention this to them and also suggest it to the tour operator as a quicker and cheaper way to resolve your dispute than going to court. You have to show that you have at least considered alternatives such as mediation before you go to court.

Like the arbitration scheme, the personal injury mediation scheme is operated independently of ABTA by the Chartered Institute of Arbitrators.



KEY FACTS ABOUT THE LAW

The following is a guide to the way a judge or an arbitrator will deal with a claim for compensation:

- When your holiday booking is accepted (usually when you get a confirmation invoice) a legally binding contract is made with the tour operator - the company that organises your holiday. By law you have the right to expect the holiday that you booked and paid for. So, look carefully at how the holiday is described in the brochure or elsewhere. If the holiday doesn't match the description, you may have a claim against the tour operator for compensation (*see overleaf*). The operator is liable for all the services - car hire, accommodation, flights, etc - as long as they were part of the package the company arranged for you.
- For a claim to succeed it's not enough that you didn't enjoy your holiday. There may be many reasons for this, e.g. bad weather or simply a wrong choice of holiday for you, and things beyond the tour operator's control.
- For a claim to be considered, you'll need to prove that the tour operator has broken the terms of the holiday contract. These are known as express or implied terms. Examples of express terms are where the brochure promises full board or water-skiing. Implied terms are those which aren't spelled out in the contract. For example, your holiday should be of a reasonable standard bearing in mind the price you paid.

KEY FACTS ABOUT THE LAW continued

- To qualify for compensation you must then prove that you've suffered a loss as a direct result of a breach of the holiday contract. This isn't always a straightforward process.
- How much compensation you can reasonably expect (if any), depends on the extent to which you were prevented from enjoying the holiday. It's not an exact science. The law expects you to act reasonably when faced with a problem and when considering possible solutions.
- If you have a complaint about the quality of goods and services, you have a legal duty to mitigate your loss. This means that you need to take all reasonable steps to minimise the disruption to your enjoyment of the holiday. Your claim may not succeed if you didn't complain as soon as possible on the spot and give the tour operator every reasonable opportunity to put things right, or if you didn't accept any reasonable attempts by the company to sort out the problem at the time.

KEY FACTS ABOUT THE LAW continued

- Compensation claims can have three components, although your complaint may not fall into every category:
 - a) Loss of value: the difference between the value of the holiday you paid for and the one you actually got
 - b) Out-of-pocket expenses: refund of any reasonable expenses you incurred as a result of the breach of contract
 - c) Loss of enjoyment: something to compensate for the disappointment and distress caused by things going wrong
- Where disappointment and distress form part of the claim, there's little guidance for arbitrators or judges to help them work out compensation levels. They'll weigh up all the evidence to see if the company has broken the law, but will also look to see if you've acted reasonably.
- You must work out the amount that represents the proportion of the holiday that was a failure. If, for example, you spent two days sorting out a problem (e.g. an unsatisfactory room) it may be appropriate to base a claim for compensation on the proportion of the accommodation part of the holiday which was lost.

KEY FACTS ABOUT THE LAW continued

- As a guide to working out the cost of accommodation, first subtract the cost of the air transport from the total holiday cost (usually around 60%). Then divide what's left by the number of days you were on holiday. That will give you a rough figure for the daily amount paid for the accommodation
- Remember that it's rare to get the whole holiday cost back. Only if the holiday was a total disaster from start to finish or if your disappointment and expenses were substantial can you expect a full refund or more. Also remember, if you've already accepted compensation in resort, you can't usually reopen your complaint when you get home.

IF YOUR TRAVEL COMPANY FAILS FINANCIALLY

If your travel agent fails financially, this shouldn't affect your travel plans. You should, however, contact the tour operator, to ensure that they have your contact details and that your booking is in place. If your tour operator fails financially, contact your travel agent for assistance.

If you booked with the tour operator direct our Consumer Affairs Department will be able to advise you.

Consumer Affairs Department

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DISABILITY ACCESS

If you have a disability which makes it difficult to access any of our services, contact us and we will help.

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www.abta.com



For further information about ABTA,
our Members, consumer services, and the Code
of Conduct, visit our website www.abta.com
or contact:

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