

CODE OF CONDUCT: TOURISM SERVICES

The Office of Fair Trading is committed to ensuring that the market works well for consumers and that all businesses engaged in travel agency services including, but not limited to, transport services, accommodation services, package holidays and tours are prevented from causing significant harm to consumer interests.

This Code is designed to:

- ensure that the public receives the best possible service from travel agents;
- maintain and enhance the reputation, standing and good name of travel agents in Gibraltar; and
- protect consumers against misrepresentation and malpractice in this sector.

This Code is best practice guidance to businesses conducting tourism services and required to hold a class B (iii) licence in accordance with the provisions of the Fair Trading Act. This Code has been issued in accordance with Section 91(3) of the Fair Trading Act.

1. YOUR SERVICE

- a) You should maintain a high standard of service to your clients and prospective clients consistent with fairness, integrity and best practice;
- b) You should treat all clients with courtesy;
- c) You should not seek business by methods that are oppressive or involve dishonesty, deceit or misrepresentation;
- d) You may use and display material promoting this Code as provided by the Office of Fair Trading from time to time;
- e) You should have available, free of charge, copies of this Code to give to clients on request at your offices; and
- f) You should ensure that all your staff are fully conversant with all aspects of this Code and their legal responsibilities and observe the Code and their legal responsibilities in all their dealings with your clients.

2. PRE-BOOKING

You should:

- 2.1 make every effort to ensure that accurate information is provided to enable clients to exercise an informed judgment in making their choice of travel arrangements;
- 2.2 ensure your booking conditions are readily available in plain and intelligible language;
- 2.3 ensure that your website and online booking procedures are in plain and intelligible language; and

- 2.4 ensure that no advertising or promotion whether in writing or otherwise is likely to mislead the public.

3. MAKING THE BOOKING

3.1 Deposits

- a) Deposits made by a client are to be held to that client's order. If for any reason, the client does not proceed to settle the remainder of the booking fees, the deposit should be returned to the payee in full, with deductions only for any disbursements or payments reasonably incurred by you on behalf of that client. Any disbursements incurred must be authorised by the client before they are made, and/or be set out in your terms of business.
- b) A deposit is entrusted to you for safekeeping and should not be renamed or disguised as an agency fee or other brokerage fee.

3.2 Client accounts

- a) It is a legal requirement under section 97(2) of the Fair Trading Act to hold all deposits from clients and client monies in a separate client account.
- b) Such client account or accounts should be reconciled regularly and at least monthly to your bank statements and clearly identify which client holds which deposit with you. Monies not reconciled must be investigated in a timely manner and efforts made to return money to clients where it is no longer necessary to hold a deposit.
- c) The monies contained in your client account(s) must be segregated from your office account and held to the order of the particular client.
- d) The account designated as a client account, should contain the word 'client' in the account name with the bank or building society.

In addition to the legal requirement mentioned at Rule 3.2(a) above, more information on client account handling and best practice can be found in the Code of Conduct relating to Businesses Handling Client Monies.

3.3 Suitable arrangements

Make every effort to ensure that the travel arrangements sold to your clients are compatible with their individual requirements.

3.4 Booking Procedures

Ensure that you follow booking and documentation procedures with all your clients.

3.5 Financial Protection

Inform your clients about any arrangements that apply to their booking for the protection of their money.

3.6 Data Protection

You must comply with relevant data protection laws and requirements and ensure that you have in place an effective policy for protecting the privacy of clients.

3.7 Booking Conditions

Ensure that your clients are aware of booking and other published conditions, including your terms of business, applicable to their travel arrangements, before any contract is made and that all clients have access to a set of booking conditions in written or other appropriate form.

3.8 Passport and VISA Information

Before a contract is made, advise your clients of passport, VISA and/or other entry and transit requirements for the relevant journeys to be undertaken.

3.9 Insurance

Before a contract is made, you may wish to draw your client's attention to the advisability of obtaining travel insurance, especially for travel outside of the Europe or if clients plan to undertake any extreme sports or activities whilst on holiday.

Ensure that your clients are aware of the need to comply with any insurance company requirements and of their duty to disclose to the insurance company all relevant information, e.g. pre-existing illness.

3.10 Dispatch of Documents

You should issue and pass on the correct receipts, confirmations, tickets and other relevant documents relating to the client's travel arrangements as soon as reasonably practicable. Tickets, unless required to be sent out immediately, should be with your clients a reasonable time before departure.

4. BETWEEN BOOKING AND TRAVEL

4.1 Cancellations

You should not cancel travel arrangements after the client has paid the balance unless it is necessary to do so as a result of an unforeseen force majeure event, or unless the client defaults in payment of the balance. In such cases, you should inform your clients without delay and offer your clients alternative travel arrangements if available.

4.2 Compensation for Cancellation or Alterations

If you cancel or make a significant alteration to previously confirmed travel arrangements for reasons other than an unexpected force majeure event on or after the date the client has paid the balance to you, you should offer the client reasonable compensation. Such compensation may be offered in accordance with a rising scale of payments, calculated so that the nearer to the time of departure that the alteration occurs, the higher the level of compensation is to be paid.

4.3 Overbooking

Take all reasonable steps to ensure that travel arrangements are not cancelled or altered as a result of overbooking.

4.4 Packages

When selling Packages (as defined in the Package Travel, Package Holidays and Package Tours Act), it is a legal requirement for you to comply with all aspects of this Act, which can be found at <http://www.gibraltarlaws.gov.gi/articles/1994-08o.pdf>

5. AFTER DEPARTURE

5.1 Alterations or Cancellation

Where you unilaterally make a significant alteration or cancel a contract after departure, you should ensure that suitable alternative arrangements are made at no extra cost to your client.

6. CONFIDENTIALITY

- 6.1 You should treat all transactions and communications with your clients as confidential.
- 6.2 You should deal with all correspondence with your clients as promptly as possible and, in any event, within the following time limits:
 - i) An acknowledgement shall be sent not later than 14 days from the date of receipt of correspondence and
 - ii) A detailed reply, or a reply containing a detailed explanation for any delay, shall be sent not later than 28 days from the date of receipt of correspondence.

7. DEALING WITH COMPLAINTS AND THE OFFICE OF FAIR TRADING'S ROLE

- 7.1 Make every reasonable effort to reach a speedy solution in the event of a dispute with a client. You should also deal with a client's formally appointed representative in the same way.
- 7.2 You should maintain and operate a complaints procedure. Such procedures should be in writing and explain how to complain to you and, if need be, to the Office of Fair Trading.
- 7.3 All verbal and written complaints should be recorded by you. All written complaints should be acknowledged in writing within 14 calendar days of receipt and investigation promptly undertaken. Where possible, a senior member of staff not directly involved in the transaction should deal with the client.
- 7.4 If the client remains dissatisfied, they should be told how their complaint may be pursued further within your business. Following the conclusion of your investigation, a written statement of your final view, and including any offer made (where relevant), should be sent to the client. This letter should also tell the complainant how the matter can be referred to the Office of Fair Trading.
- 7.5 An investigation may be made by the Office of Fair Trading against you in the case of a breach. If not resolved, the Office of Fair Trading can refer to the matter to the Office of Fair Trading Commission which may, in its discretion issue an enforcement order against your business. This order may, amongst

other remedies, order you to pay the client the amount of any such award within a specified period for payment as ordered by the Commission.