

Code Of Conduct For Members Of The Association

(The Code)

2.1.00 - Objectives Of The Code

2.1.01 To ensure that the public receives the best possible service from Tour Operators and Retail Travel Agents who are Members of the Association.

2.1.02 To maintain and enhance the reputation, standing and good name of the Association and its Members.

2.1.03 To encourage initiative and enterprise in the belief that properly regulated, competitive trading between Tour Operators and Retail Travel Agents will best serve the public interest and the aspirations of the travel industry.

2.1.04 To ensure that the public interest shall be of paramount importance in the establishment of standards of competitive trading between Tour Operators and Retail Travel Agents.

2.1.05 To encourage the growth and development of the travel industry in a manner consistent with these objectives.

2.2.00 – General

2.2.01 The Code is designed to regulate the activities of Members between themselves and the public.

2.2.02 The Code recognises the necessity for enforcement of standards and practices and embodies measures and procedures by which Members may uphold the Code under the authority of the Board of Directors.

2.2.03 The Code sets out procedures for dealing with consumer complaints by systems of conciliation to be established in accordance with the provisions of the standard Booking Conditions authorised by the Association.

2.3.00 – Definitions

Advertising: For the purposes of the Code, advertising is any means of promoting Package's Travel Arrangements or other services by publication other than through a Brochure.

Brochure: For the purpose of the Code, a brochure is a publication which provides a comprehensive description of the contents of a Package or Travel Arrangement offered by a Member when acting as an Organiser or a Tour Operator.

Incentive: For the purpose of the Code, an incentive is an offer in cash or kind to persons to persuade them to sell a Package or Travel Arrangement.

Inducement: For the purpose of the Code, an inducement is an offer not included in a Brochure, to persuade customers to buy a Package or Travel Arrangement.

Organiser: For the purpose of the Code means a person who other than occasionally organises Packages and sells or offers them for sale to a consumer, whether directly or through a retailer.

Package: For the purpose of the Code is a combination at least two of the following components pre-arranged by the Organiser when sold or offered for sale at an inclusive price and when the service covers a period of more than twenty-four hours or includes overnight accommodation:-

(a) transport;

(b) accommodation;

(c) other tourist services, not ancillary to transport or accommodation, accounting for a significant proportion of the package.

Promotion: For the purposes of the Code, a promotion is an activity designed to stimulate the sale or purchase of a Package or Travel Arrangement offered by a Tour Operator or by an Organiser by means other than Inducements, Incentives or Advertising.

Published Price: For the purposes of the Code, the published price is the combined total cost of all component parts of the Package or Travel Arrangement (inclusive of all taxes and levies known at the time the Brochure was published) as stated in the Brochure.

Travel Arrangement: For the purpose of the Code shall mean all travel arrangements other than Packages.

2.4.00 - Conduct Between Members Acting As Organisers/Tour Operators And Members Of The Public

2.4.01 Minimum Standards of Brochure

Without prejudice to paragraph 2.4.02 of this Code, every Brochure published by or in the name of any Organiser/Tour Operator shall contain clear, comprehensive and accurate information to enable the customer to exercise an informed judgement in making his choice, including:-

- (a) all information necessary to comply with the reasonable recommendations for the time being of the Director of Consumer Affairs and the regulations of any other governmental or statutory licensing authority;
- (b) the proper legal designation of the Organiser/Tour Operator responsible for publishing the brochure;
- (c) the transport, destination, means, characteristics and categories used (e.g. ship, coach, charter or other aircraft);
- (d) the itinerary where applicable;
- (e) the standard of accommodation and meal facilities offered;
- (f) any additional facilities or special arrangements offered;
- (g) the total price or the means of calculating the total price together with a clear statement of the services included therein, the date on which the price in the brochure was set and the conditions under which the price may be amended;
- (h) the procedure for booking and the contractual conditions under which the booking shall be made; and
 - (i) an accurate summary of the details of insurance facilities offered.

2.4.02 Statutory Requirement for Brochures

Every Brochure and Advertisement published by a Member shall observe the requirements of the Consumer Information Act, 1978; the Package Holidays and Travel Trade Act, 1995; the Sale of Goods and Supply of Services Act, 1980; and the

Unfair Terms in Consumer Contracts Regulations, 1995 and any Regulations made under such legislation and shall not contain any inaccurate or misleading information.

2.4.03 Publication and Use of Brochures

No Member shall publish or consent to the publication of, or sell or consent to the sale of, Packages or Travel Arrangements from any Brochure which does not conform with the requirements of the Code where applicable.

2.4.04 Booking Conditions

Note: The Association provides standard booking conditions which have been prepared in accordance with current legal requirements. It is strongly recommended that Members adopt uniform booking conditions and documentation for dealing with customers.

(a) Booking conditions shall define the extent of responsibilities as well as the limit of liabilities of Organisers/Tour Operators to customers and shall be so designed that they are capable of being understood by a customer.

(b) Booking conditions shall not include clauses:-

(i) purporting to exclude responsibility for misrepresentations made by the Tour Operator, his servants or agents;

(ii) purporting to exclude responsibility for the Tour Operator's contractual duty to exercise diligence in making arrangements for his customers; and

(iii) requiring that complaints be made within a fixed period after the completion of a Package or Travel Arrangement if such a period is of less than 28 days after such completion.

(c) Booking conditions and/or Brochures shall prominently indicate the circumstances and the conditions in which surcharges may be made to customers.

(d) Tour Operators shall interpret booking conditions in accordance with the provisions of the Code.

(e) Booking conditions shall clearly indicate the Organiser/Tour Operator's general policy in the event of it being necessary to cancel or alter a Package or Travel Arrangement

2.4.05 Cancellations of Packages or other Travel Arrangements by Organisers/Tour Operators

If an Organiser/Tour Operator cancels a Package/Travel Arrangement for any reason, he shall inform agents and all direct customers as soon as possible and shall advise customers of the choice of an alternative Package/Travel Arrangement, if available, or a prompt refund of money paid.

2.4.06 Alterations to Packages by Organisers/Tour Operators

If it becomes necessary to make a material alteration to a Package/Travel Arrangement for which bookings have already been made, the Organiser/Tour Operator shall inform agents and all direct customers without delay and shall give customers the choice of either accepting the alteration or of receiving a prompt refund of money paid (less reasonable expenses). In this context, material alterations shall not include delays in departure of Packages/Travel Arrangements caused by weather conditions, technical problems or transport, strikes, industrial action or other circumstances beyond the control of the Organiser/Tour Operator.

2.4.07 Cancellation of Packages/Travel Arrangements by Customers

An Organiser/Tour Operator shall clearly state in his booking conditions the amount and/or the basis for calculating, all cancellation fees which the customer shall be liable to incur, as well as the circumstances under which the customer shall be liable to pay such fees.

2.4.08 Complaints

- (a) Complaints shall be dealt with promptly and efficiently and in the event of a dispute with a customer, every effort shall be made to settle the matter amicably and quickly.
- (b) All correspondence from the Association concerning complaints shall be dealt with promptly.

2.4.09 Conciliation

If a serious disagreement between the Organiser/Tour Operator and a customer arises, the Association may intervene to give guidance and to offer conciliation facilities if requested to do so by either party.

2.4.10 Transactions & Correspondence

All transactions with customers shall be treated as confidential and correspondence shall be dealt with promptly.

2.4.11 Insurance

An Organiser/Tour Operator should ensure that customers obtain adequate insurance cover, and are made aware of the limitations and exclusions contained therein. In the event that a customer chooses not to avail of any insurance cover, he should be requested to declare same in writing.

2.4.12 Misleading use of the ITAA Symbol

An Organiser/Tour Operator shall not, directly or indirectly, cause a company or firm which is not a Member to represent itself as a Member by the use of the ITAA symbol or by any other means which give an impression to the public that such company or firm is a Member.

2.4.13 Payment of Accounts

Members shall settle all accounts without delay.

2.4.14 Direct selling by Tour Operators

Organisers/Tour Operators selling Packages and other Travel Arrangements direct to the public shall conform so far as is applicable with the Retail Travel Agent's Code of Conduct in respect of such sales.

2.5.00 - Conduct Between Organisers/Tour Operators And Retail Travel Agents

2.5.01 Agency Agreement

(a) An Organiser/Tour Operator shall advise his Retail Travel Agents in writing of the terms and prices upon which they may sell their Packages and Travel Arrangements from time to time.

(b) The terms of the agency agreements shall be those stipulated by the Organiser/Tour Operator and accepted by the Retail Travel Agent which comply with the Articles of Association and the Code.

(c) An Agency Agreement has been prepared on the joint recommendation of the Tour Operators Council. It is recommended that this agreement should be adhered to by Members of the Association.

2.5.02 Tickets, Documentation and Accounts

(a) It shall be the duty of Organisers/Tour Operators to remit without undue delay to the Retail Travel Agents confirmation of accounts and all other documents, as well as providing any other relevant information appertaining to a Package or Travel Arrangement booked, to enable the agent to transmit these to the customer within a reasonable period before departure.

(b) Organisers/Tour Operators shall render their accounts and settle refunds without undue delay.

2.5.03 Incentives

Any Incentives as defined in paragraph 2.3of the Code shall only be offered by an Organiser/Tour Operator through the management of a Retail Travel Agent and not direct to the Retail Travel Agent's staff. As there should be some measure of control over Incentives, it should be left to the discretion of the management of a Retail Travel Agent whether or not an Incentive is to be taken up. No Incentives shall be used to effect reductions in published prices as defined in paragraph 2.3 of the Code.

2.5.04 Promotions

Promotions may take place between Organisers/Tour Operators and Retail Travel Agents or between Tour Operators and members of the public and shall comply with all the relevant provisions of the Code.

2.5.05 Emergency Contact

To facilitate emergency contact by Retail Travel Agents, Tour Operators shall supply telephone numbers where they may be contacted outside office hours

2.6.00 - Retail Travel Agents' Code of Conduct

2.6.01 Conduct between Retail Travel Agents and members of the public

- (a) Retail Travel Agents shall maintain a high standard in serving the public and shall comply with all relevant statutory requirements.**
- (b) Retail Travel Agents shall make every effort to ensure that accurate and impartial information is provided to enable their clients to exercise an informed judgement in making a choice of facilities.**
- (c) Retail Travel Agents shall endeavour to ensure that their clients are not sold Packages or Travel Arrangements incompatible with their requirements.**
- (d) All advertising by Retail Travel Agents shall comply with all relevant statutory requirements and any recommendations set out by the Director of Consumer Affairs and in the case of joint advertising will be as agreed with the principals involved.**
- (e) No advertisement, document or other publication, whether in writing or otherwise, shall contain anything which is likely to mislead the public.**
- (f) Any Advertisement, document or other publication, whether in writing or otherwise, advertising Packages/Travel Arrangements shall accurately state all material information.**
- (g) When alterations are made to Packages or Travel Arrangements for which bookings have already been accepted, Retail Travel Agents shall inform their clients immediately they are advised of the situation and act as intermediaries between their principals and clients in any subsequent negotiations.**
- (h) Retail Travel Agents shall draw the attention of their clients to booking and other published conditions applicable to their Packages and Travel Arrangements and explain the provisions of same if requested to do so by their client.**
- (i) Retail Travel Agents shall ensure that their conditions of booking are not in conflict with the Code of Conduct.**
- (j) Retail Travel Agents shall ensure that their counter staff carefully study all Packages and travel programmes and Brochures so that they are able to impart accurate information to their clients and to sell more efficiently.**

(k) Retail Travel Agents shall ensure that booking forms are completed correctly. All booking references shall be shown.

(l) Retail Travel Agents shall draw the attention of their clients to any insurance facilities and cover available, including insurance relating to cancellation, and shall indicate any exclusion and limitations so that their clients may seek additional cover if deemed desirable or necessary.

(m) Retail Travel Agents shall ensure that all travel and other documents received from principals are checked before delivering them to their clients and that any points requiring clarification are explained to their clients.

(n) Retail Travel Agents, shall in respect of travel within the European Union advise of the necessary passport, visa and health requirements for the journey to be undertaken. In respect of travel outside of the European Union, the Retail Travel Agent shall at least advise customers of the need to contact the relevant diplomatic representative and their own doctor to establish same. Further, Retail Travel Agents shall assist customers with any other ancillary services which they may request and which are not covered by the booking, e.g. currency.

(o) (i) In the event of a dispute with a client, Retail Travel Agents shall make every effort to reach an amicable and speedy solution.

(ii) Retail Travel Agents shall make every reasonable effort to deal with complaints of a minor and general character with a view to avoiding recourse to principals. When complaints are of such a nature that reference to the principal is necessary, a Retail Travel Agent shall use his best endeavours acting as an intermediary to bring about a satisfactory conclusion.

(p) Transactions with clients shall be treated as confidential and correspondence shall be dealt with promptly.

(q) Correspondence from the Association concerning complaints shall be dealt with promptly and efficiently.

(r) A Retail Travel Agent shall not, directly or indirectly, cause a company or firm which is not a Member to represent itself as a Member by the use of the ITAA symbol on brochures or any other documents or by any other means which give a false impression to the public that such company or firm is a Member.

(s) Retail Travel Agents operating their own Packages shall conform to the Tour Operators' Code of Conduct in respect of Packages.

(t) Retail Travel Agents who apply a fee of any kind when consumers make bookings with them shall advise consumers of the fact that they apply such a fee prior to the consumers having made a booking with them and shall display in their premises, prominently, a sign setting down details of such fees.

2.7.00 - Conduct Between Retail Travel Agents And Organisers/Tour Operators

2.7.01 Publicity Material

Retail Travel Agents shall not request publicity material for which a useful purpose cannot be foreseen.

2.7.02 Promotions

Retail Travel Agents shall activate Promotions in co-operation with Organisers/Tour Operators to encourage the sale of Packages in their localities.

2.7.03 Advertising

All advertising or other publicity initiated by Retail Travel Agents on behalf of an Organiser/Tour Operator shall be in a form and manner agreed with the Organiser/Tour Operator.

2.7.04 Emergency Contact

To facilitate emergency contact by Organisers/Tour Operators, Retail Travel Agents shall supply telephone numbers where they may be contacted outside office hours.

2.7.05 Payment of Accounts

Retail Travel Agents shall settle all accounts without delay or within the agreed period, if any.

2.7.06 Formal written Agency Agreements

Organisers/Tour Operators and Retail Travel Agents may enter into formal arrangements for the purpose of regulating commercial affairs between themselves. Any such arrangement should not conflict with the provisions of the Code or those of the Articles of Association.

2.8.00 - Conduct Between Retail Travel Agents

2.8.01 General

Retail Travel Agents shall deal fairly with one another and shall not damage the reputation of nor disparage the business practices of, or prices charged or services offered by, other Retail Travel Agents.

2.8.02 Advertised Prices

When prices have been advertised to the public, business shall be transacted only at those prices unless price changes become necessary due to alterations authorised and advised by principals and official bodies.

2.9.00 - Conduct Between Retail Travel Agents And Principals Who Are Not Members Of The Association

2.9.01 Standard of Service

Retail Travel Agents shall give a full service to the principals they represent and shall conform to all lawful and reasonable instructions issued to them as agents of such principals.

2.9.02 Emergency Contact

To facilitate emergency contact Retail Travel Agents shall supply a telephone number where they may be contacted outside office hours.

2.9.03 Payment of Account

Retail Travel Agents shall settle accounts without delay and within the agreed period.

2.10.00 – ITAA Arbitration Scheme

2.10.01 Members shall be entitled to participate in the Arbitration Scheme arranged by the Chartered Institute of Arbitrators – Irish Branch on behalf of Members when acting as Organisers. Any Members participating in the ITAA Arbitration Scheme shall complete the necessary formalities promptly and efficiently and shall comply with the terms of the scheme.

2.10.02 Any Member who fails to comply with the requirements of paragraph

2.10.02 of this Code shall be referred to the Professional Standards Committee. If the Professional Standards Committee concludes that a failure by the Member to comply with the requirements of paragraph 2.10.01 of this Code has been established, it shall have the power to withdraw the benefit of participation in the ITAA Arbitration Scheme from such Member.