



## TICO's Code of Practice

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### *for Electronic Commerce*

## Preface

*TICO's Code of Practice for Consumer Protection in Electronic Commerce* establishes standards for good business practices for registrants conducting commercial activities with consumers online. This Code contains sections which already exist as a result of consumer protection, privacy or other laws and regulations, or other general voluntary codes of conduct to which registrants may subscribe.

This Code has been developed for all registrants who have websites and operate in an online environment, including representations made on social media platforms. The Code pertains to all websites including those that only provide information, such as advertisement or business card websites, as well as those websites that have online booking capabilities and are able to carry out commercial transactions with consumers. It is recommended that this Code is reviewed in its' entirety, and that the principles are implemented by the registrant as a best practice to comply with the requirements in the Ontario *Travel Industry Act, 2002* (the Act) and Ontario Regulation 26/05 (the Regulation) as well as TICO's Registrant Code of Ethics. While this is a voluntary Code, many sections are based on the requirements of the Act and the Regulation and to which Registrants must comply. The Appendices at the end of this document indicates which sections are based on legislation and which sections are recommended as best practices as well as provide some useful resources and tools.

## Definitions

<b>Consumer:</b>	a person who purchases travel services from a registrant.
<b>Electronic Commerce:</b>	any commercial activity that involves buying, selling or otherwise providing a good or service on the Internet (online).
<b>Service:</b>	includes a service, contract for service or other item of value
<b>Travel service:</b>	means transportation or sleeping accommodation for the use of a traveller, tourist or sightseer or other services combined with that transportation or sleeping accommodation.
<b>Personal Information:</b>	any information about an identifiable person.
<b>Transaction:</b>	any agreement between a vendor and a consumer for provision of a travel service.
<b>Registrant:</b>	a travel retailer and/or travel wholesaler registered under the Ontario Travel Industry Act, 2002, unless specific only to travel agent and/or travel wholesaler
<b>The Act:</b>	Ontario Travel Industry Act, 2002
<b>Regulation:</b>	Ontario Regulation 26/05
<b>TICO:</b>	Travel Industry Council of Ontario
<b>Commercial Activity:</b>	any activity that promotes or involves the sale of travel services including advertising, directing consumers to call a travel agent or the actual sale of travel services online.

# Contents

<b>Section 1:</b>	Information Provision
<b>Section 2:</b>	Language
<b>Section 3:</b>	Contract Information and Fulfillment
<b>Section 4:</b>	Online Privacy
<b>Section 5:</b>	Security of Payment and Personal Information
<b>Section 6:</b>	Communications with Children
<b>Appendix A:</b>	Sections of the Code re: Travel Industry Act, 2002 and Regulation 26/05
<b>Appendix B:</b>	Application of the Regulation to Websites and Social Media
<b>Appendix C:</b>	Website and Social Media Checklist

## Section 1: Information Provision

- 1.1 Registrants shall provide consumers with sufficient information to make an informed decision about whether and how to complete a transaction. All information that the registrant is required to provide pursuant to this Code and to the provisions of the Act and its Regulation must be:
  - a) clearly presented;
  - b) truthful;
  - c) conspicuous and easily accessible on the registrant's website at appropriate stages of the consumers' decision-making process, particularly before consumers confirm transactions or provide any personal information; and
  - d) capable of being saved or printed by consumers.
  
- 1.2 Registrants shall endeavor to ensure that their marketing practices, information, and links on their websites are current, accurate and not deceptive or misleading to consumers, and that all objective claims can be substantiated in accordance with section 28 of the Act. It is recommended that registrants include a disclaimer or some form of notice when consumers are using a link and leaving the registrant's website.
  
- 1.3 Registrants shall identify themselves on their websites pursuant to section 31 of the Regulation and provide information about their policies. Please refer to **Guidelines and Application of the Regulation to Websites and Social Media** in **Appendix B**. The information shall include:
  - a) the registrant's legal name/trade name under which the registrant carries on business;
  - b) the registrant's address, telephone number, fax number (if applicable) and email for the registrant's place of business;
  - c) the registrant's TICO registration number;
  - d) any geographic, age or other restrictions on transactions;
  - e) contact information of the registrant for customer service or who they should contact in the event they have a complaint, if different and a description of the complaints process;
  - f) the registrant's policy on privacy and unsolicited e-mail;
  - g) the contact information for any membership association in which the registrant participates (e.g., TICO) and an online method of verifying its certification or membership and;
  - h) the currency used in calculating the price of the travel services;

- i) the registrant's cancellation policies, terms and conditions of purchase and any associated charges or fees.

1.4 Registrants shall make information available about the services for sale in order that consumers are informed before they initiate transactions. The following information shall be included:

- a) if the representation refers to a price, the registrant must disclose in a clear, comprehensible and prominent manner the **all-in price** that the customer will be required to pay for the travel services, including **all fees, levies, service charges, surcharges, taxes, and other charges**.

**Note:** Retail sales tax or federal goods and services tax must be included in the total price advertised **and** registrants that charge counselling fees or service charges must also include those amounts in the total price advertised.

When advertising online and a price is posted, then the price point must be an **all-in price**. It is acceptable to refer customers to further details with respect to limitations of the booking such as dates of travel, class, cabin type, etc. on another webpage, however, the page must be **only one click away** (i.e., a click through to another page).

Please refer to **Guidelines and Application of the Regulation to Advertising** for more information in **Appendix C**.

- b) a fair and accurate description of the travel services, including, details of any transportation, including the name of the principal carrier, the class of service and all departure and arrival points, and details of any accommodation;
- c) a statement of any conditions that affect or limit the availability of the price of the travel services;
- d) a statement that further information is available from a travel agent;
- e) deposit requirements and final payment requirements, including the methods of payment available to consumers;
- f) cancellation terms and any cancellation charges and the refund policy;
- g) information about the availability of trip cancellation insurance and out-of-province health insurance, if applicable;
- h) the date or anticipated date of commencement and the anticipated duration of any construction or renovation that is likely to interfere with the use and enjoyment of any accommodation;
- i) the period to which the representation applies;

- j) information regarding how the registrant will contact the consumer in the future (e.g., by e-mail, telephone, facsimile);
- k) in the case of proposed travel outside Canada, advise the consumer:

- i) about the typical information and travel documents, such as passports, visas and affidavits that will be needed for each person for whom travel services are being purchased.

- ii) that entry to another country may be refused even if the required information and travel documents are complete, and

- iii) that living standards and practices at the destination and the standards and conditions there with respect to the provision of utilities, services and accommodation may differ from those found in Canada;

For more information Registrants may want to refer to **Guidelines and Application of the Regulation to Disclosure and Invoicing** see **Appendix D**.

- l) any restrictions, limitations, or conditions of purchase, such as parental/guardian approval requirements, or any geographical limitations; and
- m) information regarding the methods available for delivery of the travel documents (e.g., can be delivered by courier, can be picked up at the registrant's office) and a time frame advising when the travel documents will be ready for delivery or pick-up to the consumer, if applicable.

1.5 Prior to the conclusion of transactions, registrants shall ensure that all terms and conditions of sale related to the transactions are available to consumers. Such information shall be set out in a clear, comprehensible, and prominent manner and shall include the provisions of section 1.4. above. The Registrant should ensure that the consumer cannot complete booking travel services unless they have agreed to or acknowledged all of the terms and conditions of the booking. The Registrant should advise the consumer that if they have questions that they should contact the travel agent before continuing with the booking.

1.6 Travel Agent shall provide consumers with a record of the transaction as soon as possible after the transaction has been completed and it shall include the requirements of section 38 of the Regulation as follows:

- a) the name and address of the customer who purchased the travel services and the name and address, if known, of each person on whose behalf the payment is made;
- b) the date of the booking and the date of the first payment

- c) the amount of the payment, indicating whether it is full or partial payment, the amount of any balance owing, if known, and the date when it is to be paid;
- d) any fees, levies, service charges, surcharges, taxes, or other charges, and whether those amounts are refundable or non-refundable;
- e) the total price of the travel services;
- f) the name under which the registrant carries on business, the registrant's telephone number and registration number, the address of the registrant's place of business, and information respecting other ways, if any, that the consumer may contact the registrant,
- g) a fair and accurate description of the travel services contracted for, including the destination, the departure date and the name of the persons who will provide the travel services;
- h) whether or not the customer has purchased ,
  - i) trip cancellation insurance, and
  - ii) out of province health insurance, if applicable;
 h.1) a statement whether the customer was advised of the availability of trip cancellation insurance and, if applicable, out-of-province health insurance, if the travel agent does not sell those types of insurance;
- i) whether the contract permits for price increases;
- j) if the contract permits price increases,
  - i) a statement that no price increases are permitted after the customer has paid in full, and
  - ii) a statement that if the total price of the travel services is increased and the cumulative increase, except any increase resulting from an increase in retail sales tax or federal goods and services tax, is more than 7 per cent, the customer has the right to cancel the contract and obtain a full refund;
- k) the information given to the consumer regarding travel documents such as passports, visas, and affidavits, pursuant to section 36(e) of the Regulation and 1.4 (k) above;
- l) and the names of all travel counselors who provided information to the consumer on the registrant's behalf, if applicable;

## **Section 2: Language**

- 2.1 When a registrant offers a service on its website in a given language, the registrant shall use that language to:

- a) provide all of its material information about the service, the registrant, the registrant's relevant policies, and the terms and conditions of the transaction and all other material described in section 1.3;
  - b) conduct online transactions regarding the service; and
  - c) provide customer service regarding the service.
- 2.2 When after-sales support is not available in the language that the registrant offered the service, this shall be so stated by the registrant in the language in which the transaction was conducted.

### **Section 3: Contract Formation and Fulfillment**

- 3.1 Registrants shall take reasonable steps to ensure that the consumers' agreement to contract is fully informed and intentional. In particular, consumers shall be provided with a meaningful opportunity to correct or cancel the order before it is accepted and processed.
- 3.2 If the registrant becomes aware of a change to any matter that is referred to in a representation and that, if known, might have affected the consumer's decision to purchase, the registrant shall promptly advise the consumer of the change.
- 3.3 Registrants shall maintain effective controls designed to ensure that transactions are billed and completed as agreed, to promptly rectify any mistakes in transaction records, and to ensure that consumers are notified of any such correction.

### **Section 4: Online Privacy**

- 4.1 Registrants shall have a privacy policy in place and adhere to its principles, with respect to the personal information they collect from consumers as a result of electronic commerce activities.
- 4.2 Registrants shall make their privacy policy easily accessible from the home page of their website or at a reasonably early stage of consumers' navigation, and whenever personal information is either requested or collected. Information that must be disclosed as part of the privacy policy includes the following:
- a) the specific kinds and sources of information being collected and maintained online, the purposes for which the information is collected, how that information is being used, and to whom the information may be disclosed;



- b) the choices available to consumers regarding the collection, use and disclosure of their personal information, how they may exercise and change these choices, and the implications of such choices; and
  - c) how consumers may review and when necessary, correct or remove such information.
- 4.3 Registrants shall limit their collection, use and disclosure of personal information to that which a reasonable person would consider appropriate in the circumstances.
- 4.4 Registrants shall not, as a condition of sale, require consumers to consent to the collection, use or disclosure of personal information beyond that necessary to complete the sale.
- 4.5 When consumer consent to the collection, use and disclosure of personal information is required, and cannot reasonably be implied, such consent shall be:
- a) provided separately from consent to other terms and conditions of the sale of the service; and
  - b) provided through a clearly worded, online opt-in or opt-out process. Opt-out processes must be highly visible and easy to execute.
- 4.6 When registrants transfer personal information to third parties, registrants shall remain responsible for the protection of that information to the extent that the Registrant can control this information. Accordingly, before any such transfer, registrants shall ensure, through contractual or other means, that the third parties comply with the privacy provisions of this Code.

## **Section 5: Security of Payment and Personal Information**

- 5.1 Registrants shall maintain effective controls to protect the integrity and confidentiality of payments and other personal information consumers provide. Security mechanisms shall be consistent with current industry standards and appropriate to the type of information collected including PCI compliance of all credit card information, maintained and transferred to third parties.
- 5.2 Registrants shall ensure that third parties who are involved in transactions and have access to personal or payment information comply with 5.1 and are PCI compliant.

- 5.3 Registrants are encouraged to disclose to consumers the level of security used on their website and use the certification services to support security claims and provide website links to these services for validation.

## **Section 6: Communications with Children**

- 6.1 All registrants have a social responsibility to determine whether the person with whom they are communicating, or transacting is a child.
- 6.2 Registrants shall take all reasonable steps to prevent monetary transactions with children.
- 6.3 Registrants shall not collect, use, or disclose personal information of children without the express, verifiable consent of their parents or guardians. When seeking parental consent, registrants shall clearly specify the nature of the proposed communications, the personal information being collected and all potential uses of the information.

## **Section 7: Complaint Handling and Dispute Resolution**

- 7.1 Registrants shall provide consumers with access to fair, timely and effective means to resolve problems with any transaction. TICO's complaint handling process requires that consumers first try to resolve complaints directly with the registrant before TICO will become involved.
- 7.2 When a consumer and a registrant cannot resolve a complaint, the registrant is encouraged to advise the consumer that they do have the option to contact TICO.

## **Section 8: Unsolicited E-Mail**

- 8.1 Registrants shall not transmit marketing e-mail to consumers *or* facilitate the transmission of marketing material by any other third party, without their consent. An existing relationship is not established by consumers simply visiting, browsing, or searching registrants' websites.
- 8.2 Any marketing e-mail messages vendors send shall prominently display a return e-mail address and shall provide a simple procedure by which the consumer can notify the registrant that they do not wish to receive such messages.

8.3 Adhere to the requirements under Canada's Anti-Spam Legislation (CASL). More information on Canada's Anti-Spam laws may be found on the Government of Canada website at <http://fightspam.gc.ca>

## APPENDIX A

### **Sections of the Code that relate to the *Travel Industry Act, 2002* and its Regulation:**

Section 1.1	Section 32, 33, 36 of Regulation
Section 1.2	Section 28 of the Act
Section 1.3 a – c, h, i	Section 30, 33 and 34 of the Regulation
Section 1.4	Section 33, 34, and 36 of the Regulation (except for 1.4 j and 1.4 m)
Section 1.6	Section 38 of the Regulation
Section 3.2	Section 37 of the Regulation

### **Sections of the Code that are best practices:**

- Section 2
- Section 3
- Section 4
- Section 5
- Section 6
- Section 7
- Section 8

## APPENDIX B

### Application of the Regulation to Websites and Social Media

Websites are a representation for the purpose of Ontario Regulation 26/05 (Regulation) made under the Ontario *Travel Industry Act, 2002* (Act) Sections 31 - 38 of the Regulation apply to Websites and Social Media when making representations. Websites are also a booking tool for consumers and registrants and these guidelines address many aspects of websites.

#### GENERAL REQUIREMENTS

Section 31 details that all websites must include:

- the registrant's business name, address, and registration number
- residential telephone numbers may not be included
- Registrants should consider the benefits of consumers being able to easily identify on a website and all other advertising that they are purchasing travel services from an Ontario registrant. The contact information and TICO registration number should be in a location that is easy for the consumer to find. For example, it could be on the footer of each web page or on the Contact us Page.

#### False, Misleading or Deceptive Representations

Under Section 32 of the Regulation, it is a violation for registrants to make false, misleading, or deceptive representations in advertisements for travel services.

#### ADVERTISING A PRICE

Section 33 of the Regulation outlines the provisions for representations or advertising of travel services by registrants that refer to a price. The following information must be included:

- the price shall set out the total amount that the customer will be required to pay for the travel services, including **all fees, levies, service charges, surcharges, taxes, and other charges. In other words, "all-in" pricing is required.**
- Retail sales tax or federal goods and services tax **must** be included in the total price advertised.
- Registrants that charge counselling fees or service charges **must** include those amounts in the total price advertised.

**Note:** An amount representing the total taxes and fees may be specified separately, however, a reasonable detailed breakdown should always be available to the consumer.

- When advertising online and a price is posted, then the price point must be an **all-in price**. It is acceptable to refer customers to further details with respect to limitations of the booking such as dates of travel, class, cabin type, etc. on another webpage, however, the page must be **only one click away** (i.e., a click through to another page).
- Terms and conditions, if any that may affect or limit the availability of the price of the travel services offered are required to be included such as the date that the price is available. Limitations would include travel dates and categories or class of service
- Brief description of the advertised travel services including the name of the air carrier, hotel, and travel wholesaler, where applicable
- Ensure the advertised price is available at the time the advertisement is accessible to the public, previous prices may NOT be advertised
- Price is advertised in Canadian currency unless specified otherwise in advertising
- Statement that further information is available from a travel agency

It is acceptable for the details of the booking to be available via a click through to another page if all of the information with respect to limitations of the bookings such as dates of travel, class etc. are one click away.

Section 34 of the Regulation requires the website to disclose the following:

- Deposit and final payment requirements, refund policy & cancellation terms and charges
- The total price of the travel services as set out in section 33
- The availability and cost of trip cancellation insurance and out of province health insurance, if applicable
- A fair and accurate description of the travel services including details of transportation including carrier & class of service, departure & arrival points, accommodation details including location
- the date or anticipated date of commencement of any construction or renovation, and the anticipated duration
- the time period to which the representation applies
- If a price is posted, then the price point must be an all-in price and further details must be shown with the price or available **one click away**.

E-blasts and e-newsletters are considered representations and must comply with the requirements of the Regulation.

### **Social Media**

Social media sites such as Facebook, Twitter, Instagram, Blog sites are not exempt from the above requirements. The main page or home page must display the business name, address, and TICO registration number as per Section 31.

If a price is posted, it must comply with all advertising requirements above. All prices must be an all-in price and further details must be shown with the price or available **one click away**.

Facebook post messages or status updates as well as “tweets” or other similar postings are limited space mediums and therefore are exempt from Section 31. However, the main pages or home pages of these sites are NOT exempt from Section 31.

### **Online Bookings**

Many websites allow consumers to book online. Registrants with online booking capabilities should heed the following guidelines:

Many websites have travel services with a price on the first page; however, it is not always the same price when the consumer reaches the live booking page. ***Corrections should be made as soon as possible but no longer than 2 business days so that the booking page price and the other website pages are the same.*** It should take no longer than 2 business days for the booking page price and the other website pages to match. If there is a possibility that the booking page price can be different from the first page, the website should advise the consumer that the price is subject to change to the final booking page.

### **DISCLOSURE PRIOR TO BOOKING**

Prior to booking, the consumer should be advised of all the conditions that may affect their booking, including:

- Disclose the total price of the travel services, the travel date, and a fair and accurate description of the travel services
- Disclose whether the services are refundable, and any penalties or costs related to cancellation
- Advise about the availability of trip cancellation and out of province medical insurance, if applicable
- For proposed travel outside of Canada, the typical information and documentation such as passports, affidavits, visas that will be needed for each person travelling

- Advise that entry to another country may be refused even if the required information is provided
- Advise that living standards and practices at the destination and the standards and conditions there with respect to the provision of utilities, services and accommodation may differ from those found in Canada
- Advise that the travel agent is required to answer any questions the customer may have arising from the information provided

All of the above information can be provided in the Terms and Conditions and should be disclosed on the Registrant's website. As a best practice, registrants should set up the website so that consumers cannot proceed to complete their booking without acknowledging that they have read the Terms and Conditions. Registrants may also consider including a warning to consumers that it is their responsibility to read and understand the terms and conditions of the booking.

For documentation requirements, the information for a Canadian citizen travelling to the destination should be provided. It is also acceptable for Registrants to have a link to a website that can provide the documentation requirements specific to that consumer, particularly if they are not Canadian. As a best practice, the registrant should have a warning that should the consumer have any questions regarding documentation they should contact the registrant by phone prior to completing the booking.

## **REQUIREMENTS AFTER BOOKING**

After booking, the Registrant is required to provide an invoice to the consumer.

The invoice must contain:

- The name and address of the customer who purchased the travel services and the name if known of each person travelling – Please note that an email address on its own is not sufficient
- The date of the booking and the date of the first payment
- The amount of payment, indicating if it is a full or partial payment and the balance owing if any and the date that it is required to be paid
- The total price
- Any fees, levies, surcharges service charges taxes or other charges and whether those amounts are refundable or not



- The name under which the travel agent carries on business, the address, phone number and registration number of the travel agent and any other method to contact the agent i.e., fax or email
- A fair and accurate description of the travel services including destination, departure date and travel supplier
- Statement whether the consumer has purchased trip cancellation or out of province medical insurance if the agent sells insurance
- Statement whether the consumer was advised about the availability of trip cancellation or out of province medical insurance if the agent does not sell insurance
- The information given to the customer regarding the documentation that is required for each person travelling
- The name of the travel counselor who made the booking and accepted the first payment
- Whether the contract permits price increases
- If the contract permits price increases,
  - A statement that no price increases are permitted after the customer has paid in full, and
  - A statement that if the total price of the travel services is increased and the cumulative increase, except any increase resulting from an increase in retail sales tax or federal goods and services tax, is more than 7 percent, the customer has the right to cancel the contract and obtain a full refund

As the Registrant may not know the citizenship of each person travelling the invoice should have at a minimum the documentation information required for a Canadian citizen travelling to the destination. As a best practice, the invoice should also have a link to a site that would provide more information regarding documentation as well as a notation for the customer to contact the registrant with any questions.

The address of the customer should be on the invoice, and it is not acceptable to have only an email address for the customer. It must be the physical address.

The invoice should note that the booking is an online booking, in order to address the requirement that the invoice name the travel counselor who made the booking.

## **TRAVEL COUNSELLORS / OUTSIDE SALES REPRESENTATIVES (OSR)**

Registrants who have travel counsellors and/or OSR's must ensure that they comply with the Act and Regulation including websites and social media. Should a travel counsellor and/or OSR have a website separate to the registrant's website it must disclose the Registrant's name, address and registration number. In addition, the website, including the applicable trade name (branded) must be registered with TICO under the Registrant's registration.

### **WEBSITE / TRADE NAME REGISTRATION**

Registrants are required to register all of their active website URLs with TICO so that consumers can use TICO's website to search and verify that they are purchasing travel services from a registered Ontario website/registrant. This includes any websites that the Registrant's travel counsellors and/or outside sales representatives may have to advertise and sell travel services.

If a travel website is branded and using a trade name that differs from a trade name on the registrant's registration record, the website AND trade name must be registered and included on the registrant's registration record with TICO.

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