

## MARKETING OF FLIGHTS

The prices of flight tickets shall be expressed in marketing as all-inclusive prices, which include all mandatory taxes, charges and fees to be applied to the ticket, besides of the air fare itself. The marketing is misleading if it uses prices at which the consumer is not actually able to buy a ticket.

When special-offer tickets are marketed, the main terms, conditions and restrictions applying to the tickets must be stated clearly and unambiguously. There must also be a reasonable number of the special-offer tickets available, in relation to the extent of the marketing.

These guidelines explain what requirements legislation imposes for the marketing of flights and for the booking of flights via the Internet. The guidelines apply to marketing by both airlines and travel agencies and to their reservation systems on the Internet. However, the guidelines shall not apply to travel packages that fall within the scope of the Finnish Package Travel Act, even if a flight would form part of the package.

### Price information provided in marketing

The final price of a flight ticket must be quoted in all flight-related advertisements in which a price is shown (newspapers and magazines, leaflets and brochures, TV and radio, the Internet, etc.). The final price means the all-inclusive price paid by the consumer for a flight ticket, which includes all mandatory taxes, charges, surcharges and fees applicable to the ticket, as well as the air fare itself.

Taxes, charges and fees are **mandatory** when they are collected from **all passengers and the passenger is unable to influence the charging of the fee by his/her own choices**. Mandatory charges may include, for example, **airport charges and fuel surcharges**.

Also, the **check-in fee** must be included in the final price quoted, if the passenger is unable to avoid the fee by checking in online, for instance. The same also applies to **booking and payment-method fees** that are collected from all passengers to a certain minimum extent.

If the payment-method fee varies when different means of payment are used or the check-in fee varies when different means of check-in are used, **the lowest possible fee must be included in the all-inclusive price quoted**.

The credit-card fee does not need to be included in the all-inclusive price quoted, when the ticket can be paid for in some other way. However, in such cases, it must be stated in marketing that consumers paying by credit-card will be charged a card-specific or customer-specific surcharge. The size of the surcharge must be disclosed in marketing, if it specifies which credit card(s) the consumer may use for payment.

- *Tampere – Edinburgh, EUR 49*  
*Price inclusive of taxes and charges, when booking and check-in are carried out on the Internet.*  
*When paying by credit-card, a card-specific surcharge shall be charged.*

Also, “starting from” prices must be all-inclusive.

- *Helsinki – Copenhagen, from EUR 149*  
*The price includes taxes and passenger fees as well as a handling fee of EUR 10 when you buy from the website [www.xx.fi](http://www.xx.fi)*

Fees that are not collected from all passengers do not have to be included in the all-inclusive price for the flight. **However, these kinds of separate charges must be indicated next to the price in a clear and easily noticeable way**. This may include, for example, service fees that are charged on a booking-specific basis rather than a passenger-specific basis.

- *Stockholm, EUR 99*  
*Service fee, EUR 10/booking*

With regard to fees charged for **luggage**, airlines have differing practices, and there are also differences for each airline depending on the ticket type. Generally, the passenger may check-in 1-2 suitcases at no extra charge, while some airlines charge separate fees for luggage. The fees may be considerable compared to the all-inclusive price of the flight, so it is important for the passenger to obtain details in the marketing about whether the airline charges separate fees for suitcases or whether their carriage is included in the price quoted for the flight.

- The starting point is that a separate fee can not be collected from a passenger for **hand baggage** and that the carriage of reasonable hand luggage shall be included in the ticket price.
- If the airline charges a separate fee for **checked baggage** in such a way that the ticket price does not include carriage of any suitcases, this must be clearly stated in flight advertisements where a price is quoted.

Detailed information about the fees, weight restrictions and other terms and conditions applicable for luggage must be provided at least on the airline's website and at ticket sales outlets. In newspaper and magazine advertisements and other marketing, there must be a reference to further information in such cases.

- *London, EUR 149*  
*Fees for checked baggage are to be added to this price; further details are available from the website [www.xx.fi](http://www.xx.fi) and from sales outlets.*

As well as specifying the all-inclusive price and separate charges, **there must be a breakdown of the all-inclusive price in marketing** as follows:

- The air fare, taxes, airport charges and other charges, surcharges and fees included in the final price.
  - On the Internet, the breakdown of the price can be presented, for example, so that it appears in a separate window when the price is clicked.
  - If the breakdown of the price cannot be presented in the advertisement because of limitations associated with the medium of communication, the advertisement must state where the consumer may obtain the breakdown (e.g. the web pages).

## Terms, conditions and restrictions concerning tickets

**When flight tickets are marketed, the terms, conditions and restrictions of an offer must be stated in the newspaper/magazine advertisement, on the Internet and in other marketing clearly and in an easily noticeable way and so that the consumer's attention is naturally drawn to them.** This principle has been confirmed by the Finnish Supreme Court with its ruling KKO 2006:6.

In addition, the provision of Chapter 2, Section 8 of the Finnish Consumer Protection Act applies to other areas besides marketing of offers. The aforementioned provision states that when specified consumer goods are offered at a certain price, the main characteristics of the goods must be clear from the marketing, to the extent that is appropriate, taking account of the consumer goods and the medium of communication used.

**In the marketing of flight tickets in which the destination and ticket price is indicated, at least the following information must be disclosed:**

- the valid period of the offer
- possible restrictions concerning the travel time and time spent at the destination
- whether the price relates to a one-way ticket or a return ticket

- whether the price is valid only when tickets are bought using a specific means of booking, for example via the Internet
- if the flight is not a direct flight, the marketing must state that the flight includes a stopover or a change of plane
- whether it is possible to change or cancel the ticket after booking

In newspaper and magazine advertisements, the main terms, conditions and restrictions may be for example in a sufficiently large font at the bottom of the advertisement, as may a reference to where the consumer may familiarise him/herself with the full terms and conditions.

- Details of the main terms, conditions and restrictions must be disclosed to the consumer without any prompting, and this includes when (s)he enquires about tickets by phone or visits a travel agent or other ticket sales outlet.

## Availability of special-offer tickets

**The consumer has the right to rely on the advertised product being actually available. The marketing must be planned so that a reasonable number of flights at the special-offer price can be booked by consumers during the valid period of the offer, taking account of the scope of the marketing, the price of the flights and expected demand.**

In the pricing of flight tickets, the concepts of normal price and special-offer price are not always completely clear. In these guidelines, special-offer priced tickets refers to tickets that are marketed using a more favourable price image than normal and for which there are generally temporal or quantitative restrictions concerning the availability of the tickets.

- The content and methods of marketing must be in proportion with the number of special-offer tickets available. Big, high-profile marketing campaign calls for lots of tickets being on offer. The professional skills and diligence required of the marketer include his/her ability to tailor the marketing activities so that they correspond to anticipated demand as well as possible.
- The consumer must not be misled by any price inducements. By browsing through the advertisement, the reader must get a realistic idea of how many flights are on offer at the cheapest price and how quickly (s)he must act to get a cheap flight.
- When there are so few special-offer tickets on offer that it is likely the tickets will sell out quickly, the restrictions concerning availability of the tickets must be highlighted particularly clearly in the marketing. This can be done, for example, by stating in the marketing the total number of tickets included in the campaign or by at least disclosing examples of the numbers of tickets on offer by destination and departure date.
- Also when a “starting from” price or a price spread is used, the aforementioned principles must be followed. The marketing will be misleading if the number of “starting from”-priced tickets or the lowest priced tickets in a price spread on offer is only small relative to the extent of the marketing campaign and the restrictions concerning the number of tickets are not revealed in the marketing.

The marketing must not be continued once the special-offer priced flights have sold out or the special-offer price is no longer valid.

- The special feature of Internet advertising is that it is possible to update marketing information quickly when the booking situation changes. Because of this, online advertising must be changed without delay when the tickets for a certain destination have sold out or when, for example, “starting from”-priced tickets are no longer available.

The consumer must easily obtain information via telephone enquiries and web pages about those departures and dates when tickets are available at the special-offer price marketed.

- Internet reservation systems should be developed in such a way that the consumer has the opportunity to search directly for a flight on the basis of the price quoted in an advertisement. In that case, the consumer does not have to browse through dates or departures until (s)he finds a flight with the same price as that in the advertisement.

## Booking of flights on the Internet

**Consumers increasingly book flights by themselves directly on the Internet. Therefore, the booking process must be organised so that the final all-inclusive price, including all mandatory taxes, charges, surcharges and fees, is quoted right from the start of the booking process, i.e. as soon as the flight and the destination, time and date, and number of passengers have been selected.**

- Besides taxes, the mandatory elements of the price may include, for example, airport charges, fuel surcharges, booking fees and also the check-in fee, if this is always charged for the flight in question.
- The practice where the final price including mandatory charges and fees appears only **at the final stage of the booking process** is **forbidden**.

**Optional price supplements must also be stated clearly right from the start of the booking process, on the page where the flight options are listed based on the query made by the consumer.**

- Optional price supplements include, for example, fees for suitcases and other items of luggage, as well as fees relating to the method of payment, such as credit-card fees.
- The consumer must be able to accept the optional services desired by him/her, such as optional insurance and cancellation cover. The practice where the consumer's acceptance on web pages is **already ticked** is **forbidden**.

In addition to the final price quoted, a **detailed breakdown of the price** must be indicated in the booking process, consisting at least of following elements:

- Air fare
- Taxes
- Airport charges
- Other charges, surcharges and fees included in the final price.

If, for example, there are several tax-like fees included in the ticket price, each fee must be specified separately. Disclosure of the total value of taxes is not sufficient.

There must also be this kind of breakdown of the price **on the flight ticket** in accordance with the IATA standard, and as to other fees, the breakdown must be on a separate receipt.

The breakdown of the price is necessary for the passenger, particularly if (s)he **cancels the trip and demands a refund of the ticket price**.

- In situations where the passenger cancels the trip, the taxes, airport charges and other such fees that the airline collects from passengers on behalf of a third party to be paid onwards to the third party **shall always be refunded to the passenger** regardless of whether (s)he gets the price of the ticket back according to the terms and conditions of the ticket.
- Also, the **fuel surcharge** shall be refunded to a passenger cancelling a trip, providing
  - the fuel surcharge has been shown separately within the price of the ticket, and
  - the airline has had reasonable opportunity to sell the ticket to another passenger, taking into account the time of cancellation and the other circumstances affecting the issue

**The standard contract terms and conditions** and **special terms** concerning tickets, including the terms concerning cancellation and amendment of tickets, must be stated in a clear and easily noticeable way right

from the start of the booking process. The cancellation terms and conditions must also state what element of the ticket price shall be refunded to the passenger if (s)he cancels the trip. The terms and conditions may be accessible for reading, for example, via a separate link.

- The consumer **must be able to familiarise him/herself with all the contract terms and conditions before (s)he makes a firm booking**. The terms and conditions must be in the same language as what is used in the booking process. The consumer must be able, if (s)he so wishes, to print or save the terms and conditions. Contractual terms and conditions that have not been disclosed on the web pages and with which the consumer has not had the opportunity to familiarise him/herself before making the agreement, shall not become part of the contract and they shall not bind the consumer.
- With regards to booking the ticket, it must be apparent which airline operates the flight and who the contracting party of the consumer is.
- Bookings comprising a change of plane must state whether two or more separate tickets will be provided for the consumer instead of one flight ticket. In this case, the booking must also state what significance the separate tickets hold for the consumer's legal position. The passenger must be told, for example, that if (s)he has separate tickets and one of the flights is delayed or cancelled, (s)he bears the risk of missing the subsequent flight(s).
- Air fares and other fees must be valid in the EU area without any discrimination relating to the customer's nationality, place of residence or the place of establishment of the airline representative or other ticket vendor.
- Non-discrimination means, amongst other things, that consumers must be able to buy tickets at the same price from a website situated in another EU country as is charged to citizens of the website's home country.

The departure and destination airports for the flight must be specified using the official name of the airport. For example, just providing a reference to the best-known city near the airport is not sufficient.

On the Internet and at other sales outlets, there must be a summary of the main provisions governing liability for passengers and their baggage, including deadlines for filing an action for and the possibility of making a special declaration for baggage (Article 1.8 and 1.10 of Regulation 889/2002 on air carrier liability).

In the reservation system, pre-ticked boxes, where the consumer gives his/her consent to receive electronic direct marketing, are not allowed.

The vendor's name and contact details (phone number, e-mail or postal address) must be clearly visible.

## Purchasing flight tickets by phone

If, for tickets bought from customer services by phone, a separate booking-specific or ticket-specific service fee is charged, the size of the fee must be disclosed when web pages or other marketing provides the opportunity to buy tickets by phone. The fee must also be disclosed on the phone before the consumer makes a ticket reservation.

## Corrections of errors and the consequences

**The consumer has the right to rely that the information provided in marketing is correct, the product advertised is actually available, it will be sold at the advertised price and that the main terms, conditions and restrictions concerning the availability of special-offer tickets will already be disclosed in advertisements.**

- If there is an error in an advertisement, the advertiser must set about correcting it in an effective manner as soon as it has been noticed. Erroneous information must be corrected using the

same outlet that was used to convey the erroneous advertisement. In Internet marketing, errors must be corrected immediately.

- If an advertiser has planned a campaign in a careless way or leaves errors that have appeared in marketing uncorrected, it may have to compensate the consumer for any losses caused.
- See: [Marketing error situations](#) (pdf)

## Background to the guidelines

The provisions of Chapter 2 of the Finnish Consumer Protection Act (1978/38) were amended as from 1 October 2008. The revised provisions concern marketing and conduct in customer relationships, and associated with these is the Government Decree (601/2008) on unfair business-to-consumer commercial practices.

With the new provisions, the European Parliament and Council Directive on Unfair Commercial Practices (2005/29/EC) was brought into force.

Provisions of the Finnish Consumer Protection Act concerning marketing shall also be applied when a foreign company focuses its marketing on the Finnish market.

The Regulation of the European Parliament and of the Council (1008/2008) on common rules for the operation of air services in the Community came into force at the beginning of November 2008. Article 23 of the Regulation contains provisions on disclosing air fares as an all-inclusive price as well as indicating a breakdown of the prices.