

Schedule of Agency Terms to be included in a written agency agreement between an ATOL holder and its agent

In accordance with ATOL Regulation 22 the schedule of terms to be included in a written agency agreement which the ATOL holder must include in any agency agreement with its agents is:

AGREEMENT BETWEEN [NAME OF AGENT] AND [NAME OF ATOL HOLDER/ ATOL NUMBER] APPOINTING [NAME OF AGENT] AS [NAME OF ATOL HOLDER'S] AGENT PURSUANT TO ATOL REGULATIONS 12 AND 22 ON [DATE]

Definitions

The definitions used in this agreement have the same meaning as those used in the ATOL Regulations 2012.

Additionally 'Licensable Transaction' means an offer made by a consumer (or their agent) to purchase flight accommodation for one or more persons on a flight which is accepted by an air travel organiser and constitutes an activity in respect of which that air travel organiser is required to hold an ATOL.

Duration of Agreement

Agency Terms 3, 5, 8 and 9 remain binding on the agent even if the principal ATOL holder has failed.

Extent of obligations

The obligations of all parties to this agreement extend only to the parties' conduct in respect of licensable transactions.

Priority of Agency terms published by CAA

Pursuant to AST 2.2 and Agency Term 1 no agency term negotiated between the principal ATOL holder and the agent may contradict or purport to contradict the CAA's mandated terms and any that do so will be void.

Agency Term 1

By making available flight accommodation to consumers in the capacity of an agent, in accordance with ATOL Regulations 9, 10 and 12 the agent is deemed to have agreed to the terms of the written agency agreement between the principal ATOL holder and its agent.

The terms of the agency agreement include terms mandated by the CAA to be agreed between principal ATOL holders and agents for principal ATOL holders making available flight accommodation as agents of that principal ATOL holder.

Principal ATOL holders and agents cannot agree, whether in writing, by conduct or otherwise, any terms which contradict, or purport to contradict the terms mandated

by the CAA. The agent must keep a copy of this agency agreement for the period it is in force and for 12 months after it expires or is terminated.

Agency Term 2.1

Agents must comply with all the terms of ATOL Standard Term 1 as if they applied directly to the agent and any requirements to set out the principal ATOL holder's name and number should be read as requirements to set out the agent's principal's name and ATOL number. That is:

Parts of AST1 that apply to agents are set out below (for the avoidance of doubt AST1.8-AST1.10 do not apply to agents):

AST1.1

The ATOL holder must ensure that:

- a) the name shown on its ATOL (or a trading name notified to the CAA), its ATOL Number and the ATOL Logo; or,
- b) for Accredited Body Members, the statement “(Accredited Body Member trading name as notified to the CAA) is an Accredited Body Member of (Name of Accredited Body)”, and the Accredited Body’s ATOL number and the ATOL logo; and,
- c) the Statement “All the flights and flight-inclusive holidays [in this brochure] [on this website – as appropriate] are financially protected by the ATOL scheme. When you pay you will be supplied with an ATOL Certificate. Please ask for it and check to ensure that everything you booked (flights, hotels and other services) is listed on it. Please see our booking conditions for further information or for more information about financial protection and the ATOL Certificate go to: www.atol.org.uk/ATOLcertificate”

is stated clearly on all publicity material (including websites and brochures).

AST1.2

If some products listed in publicity material (including websites and brochures) are not ATOL protected, then the following statement should be stated clearly on all publicity material:

“Many of the flights and flight-inclusive holidays [in this brochure] [on this website - as appropriate] are financially protected by the ATOL scheme. But ATOL protection does not apply to all holiday and travel services listed [in this brochure/on this website]. Please ask us to confirm what protection may apply to your booking. If you do not receive an ATOL Certificate then the booking will not be ATOL protected. If you do receive an ATOL Certificate but all the parts of your trip are not listed on it, those parts will not be ATOL protected. Please see our booking conditions for information or for more information about financial protection and the ATOL Certificate go to: www.atol.org.uk/ATOLcertificate”

AST1.3

ATOL holders that advertise ATOL protected products in broadcast media (television/radio/cinema etc.) must, unless the CAA agrees an alternative that achieves equivalent consumer clarity, ensure that the advert contains audible words “ATOL protected” and that the ATOL protected logo and ATOL number are shown during the broadcast.

AST1.4

The ATOL holder must ensure that, the consumer is appropriately advised, of:

- a) the ATOL holder's name, or its trading name notified to the CAA; and,
- b) the fact that the booking is authorised under the ATOL holder's ATOL number and is protected under the ATOL scheme, as set out in the ATOL Certificate to be supplied,

immediately before it enters into a contract for a licensable transaction but after the consumer has chosen a flight and all other elements to be purchased. In this AST the consumer has chosen a flight when the date, origin and destination of each flight have been determined.

AST1.5

The ATOL holder must ensure that:

- a) the terms and conditions upon which the ATOL holder (or its agent or AB member on its behalf) enters into a licensable transaction;
- b) the terms and conditions which the ATOL holder (or its agent or AB member on its behalf) holds out as terms upon which it will enter into a licensable transaction; and,
- c) any receipts or invoices supplied by the ATOL holder, its agent or its AB member for a licensable transaction;

each contain the ATOL holder's name on their ATOL (or trading name notified to the CAA), ATOL Number and a statement in the following form:

"Your Financial Protection. When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong."

If an ATOL holder produces a receipt for money paid by a consumer the ATOL holder must identify which part of that money is protected by ATOL and which, if any, is not.

AST1.6

Where the information entered on an ATOL Certificate changes more than 72 hours before the consumer is due to depart from the UK, the ATOL holder must (and the ATOL holder must ensure its agents and AB members) supply a new ATOL Certificate containing the up to date information to the consumer as soon as possible and update this information on its business systems.

Where the information entered on an ATOL Certificate changes less than 72 hours before the consumer is due to depart from the UK, the ATOL holder must (and the

ATOL holder must ensure that its agents and AB members) update and record those changes on their business systems.

Agreement with Consumer about form of ATOL protection

AST1.7A

Where the ATOL holder has a contractual or statutory obligation (including as a Flight-Plus arranger) to provide a flight (and where applicable other travel services) to a consumer whether concluded direct or through an agent or AB member, the ATOL holder must ensure the terms of its agreement with its consumer require the consumer to accept and agree that, if the ATOL holder fails, services to be provided by the ATOL holder pursuant to a licensable transaction may, with the CAA's prior agreement, be provided by another ATOL holder or the consumer may be required to claim a refund under the ATOL scheme by including in its terms of business with consumers the term that:

“We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).”

Prohibition on transferring obligations under agreements with consumers without agreement of the CAA

AST 1.7A2

Other than the clause required as set out in AST1.7A, the ATOL holder must not include a clause in its terms of its agreement with consumers that enables, or purports to enable, the ATOL holder to transfer its obligations to consumers in respect of a licensable transaction to another person (whether or not that person is an ATOL holder) without the prior agreement of the CAA.

Agreement with Consumers of assignment of consumer's claim where consumer receives a benefit from the Air Travel Trust

AST1.7B

Where the ATOL holder has a contractual or statutory obligation (including as a

Flight-Plus arranger) to provide a flight (and where applicable other travel services) to a consumer whether concluded direct or through an agent or AB member, the ATOL holder must ensure the terms of its agreement with its consumer require the consumer to accept and agree that, if the ATOL holder fails and the consumer receives a payment or benefit under the ATOL scheme, then receipt of such payment or benefit from the Trustees of the Air Travel Trust is in return for assignment absolutely of the consumer's claim against the ATOL holder by including in its terms of business with consumers the term that:

“If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.”

AST1.11

An ATOL holder that sells a package (whether direct or via an agent or AB member) must produce a 'Confirmation'. This must contain:

- Lead name;
- Flight times;
- Flight numbers;
- Departure and arrival airports;
- Name of air carrier (i.e. airline);
- Name and location of accommodation;
- Other ground arrangements e.g. car hire, transfer, tours, entrance tickets;
- Total price of package;
- The unique reference number of the relevant ATOL Certificate*;

Where an ATOL holder sells a package via an agent or AB member, whether or not that agent or AB member arranges a Flight-Plus incorporating that package, the ATOL holder must supply the Confirmation to the agent or AB member, who must supply it to the consumer.

The Confirmation must be sent to the consumer in order that it is received within 3

days of payment by the consumer being accepted.

AST1.12

If any of the information on the 'Confirmation' changes the ATOL holder must produce a revised Confirmation which must be received by the consumer as soon as possible. The Confirmation must make it clear that it is a revised Confirmation.

AST1.13

ATOL holders must ensure that it is a term of their agreement with their consumer that:

- a) money accepted by their agent or AB member from the consumer is held by that agent or AB member on behalf and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent or AB member's obligation to pay it to the ATOL holder for so long as the ATOL holder does not fail; and
- b) if the ATOL holder fails, any money held at that time by the agent or AB member, or subsequently accepted from the consumer by their agent or AB member, is and continues to be held by that agent or AB member on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to the principal ATOL holder.

Agency Term 2.2

The agent must at all times identify the selling, protecting principal ATOL holder on all publicity material (including websites and brochures) that identify a flight or flight inclusive package or Flight-Plus which the agent is holding out it can make available to consumers.

Agency Term 2.3

If the agent produces a receipt for money paid by a consumer the agent must identify which part of that money is protected by the principal ATOL holder's ATOL and which, if any, is not.

Agency Term 3

The agent will, if requested by the CAA, report to the principal ATOL holder the unique reference number of each ATOL Certificate supplied by it, along with the corresponding ATOL holder's reference number, where it acts as agent for the principal ATOL holder and where the transaction with the consumer was a Flight-Only or a package. If requested to do so by the CAA at any time, and including after the failure of the principal ATOL holder, the agent will provide this information to the CAA.

Agency Term 4

The agent will provide any information requested by the principal ATOL holder necessary to enable the principal ATOL holder to comply with the ATOL Standard Terms or any term of its ATOL.

Agency Term 5

Any payment received by the agent from consumers, for services owed by the principal ATOL holder to the consumer, is received and held by the agent on behalf of and for the benefit of the Trustees of the Air Travel Trust but subject to the agent's right and obligation to make payment to the principal ATOL holder for so long as the principal ATOL holder does not fail. If the principal ATOL holder fails the agent confirms it will continue to hold consumer payments on behalf of the Trustees of the Air Travel Trust and without any right or obligation to pay the same to the principal ATOL holder.

Agency Term 6

Where an agent makes available a package as agent of a principal ATOL holder, the agent must obtain a Confirmation (see AST 1.11) from the ATOL holder and pass it immediately to the consumer by the specified method. Where an agent receives any revised Confirmation from the principal ATOL holder, it will immediately pass it to the consumer by the specified method.

Note: The specified method means:

- a) in the case of a person who is present at the time the agent receives the Confirmation, handing it to that person;
- a) in the case of a person who is not present at the time the agent receives the Confirmation, immediately sending to that person the Confirmation by email or some other equivalent electronic means;
or,
- b) in the case of a person who makes a booking by telephone, either the method specified in sub-paragraph b or immediately posting the Confirmation to that person.

Agency Term 7

When accepting payments in respect of transactions the agent would need an ATOL to transact if the agent were not the agent of the principal ATOL holder, agents may only accept payment from consumers as defined in the ATOL Regulations 2012.

Agency Term 8

Immediately upon the failure of the principal ATOL holder, the agent will provide the CAA with information on:

- a) money paid to it by consumers, in respect of services to be provided for future travel by the principal ATOL holder to consumers; and,
- b) the ATOL Certificate unique reference numbers issued by that agent which apply to that failed ATOL holder, in a form acceptable to the CAA.

Agency Term 9

The rights of the CAA and the Trustees of the Air Travel Trust to enforce any obligations under this agreement on either party are not excluded. For the avoidance of doubt, they may be enforced by the CAA and the Trustees of the Air Travel Trust.

Agency Term 10 EITHER:

- a) An agent is not permitted to appoint a sub-agent to perform its obligations as an agent of the principal ATOL holder on the agent's behalf.

OR

- b) The agent may appoint a sub-agent to perform its obligations as the ATOL holder's agent and to bind the principal ATOL holder into obligations with consumers or buying ATOL holders. However, the agent may only do so if it enters the ATOL holder into a written agency agreement that contains all the rights and obligations in the agreement that are required by the CAA and published in the CAA's Official Record Series 3. Any sub-agent of the agent that does not have the benefit of a written agency agreement with the ATOL holder is not authorised to act on the ATOL holder's behalf. As a consequence the agent will be responsible to the consumer (or buying ATOL holder) for any acts or omissions of the sub-agent.

Note: In these circumstances, as well as the agent being liable to the consumer as a principal, both the 'agent' and 'sub-agent' would be acting in breach of the ATOL Regulations 2012.

Agency Term 11

If a new or revised Schedule of Agency Terms is published by the CAA in its Official Record Series 3 those new or revised terms will immediately take effect as terms of the agency agreement between the principal ATOL holder and the agent.

Agency Term 12

If the principal ATOL holder fails to comply with its obligations to a consumer and by reason thereof the agent incurs a liability or obligation to the consumer, the agent shall be indemnified by the principal ATOL holder against all consequences following from such a failure.