

ATOL Standard Term 1 Providing Information to Consumers before and after sale**Information in Publicity Material**

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; and

(b) 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.

Information to be provided to customers before a contract is concluded

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.

ATOL holder's terms and conditions of booking, information relating to payment requests (Invoices) and information relating to payment acknowledgment (Receipts)

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 as shown on its 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."

ATOL Certificates – changes to information

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 that 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

AST1.7 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 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)."

Sales through Agents of ATOL holders or Members of an Accredited Body

AST1.8 ATOL holders that make available flights through agents or (where the ATOL holder is an Accredited Body) its AB members must ensure that their agents and AB members provide the information ATOL holders are required to provide by the terms within ATOL Standard Terms 1 to the consumer.

AST1.9 ATOL holders, their agents and their AB members must insert a Unique Reference number on each ATOL Certificate supplied by them which identifies the ATOL holder's or Accredited Body's Booking Reference(s) of the ATOL Protected elements listed on it.

AST1.10 ATOL holders may not, by their agency terms or any other means, seek to avoid their contractual liability to their consumers if their agent produces an ATOL Certificate incorrectly.

Packages – Confirmation

AST1.11 An ATOL holder that sells a package (whether direct or via an agent or AB member) must produce a 'Confirmation'. The Confirmation 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.

Status of money held by Agents of ATOL holders and Members of Accredited Bodies

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.