



AGENCY AGREEMENT PURSUANT TO ATOL REGULATIONS 12 AND 22

THIS AGREEMENT is made the 18th day of March 2015

BETWEEN

- (1) ANZCRO(UK) whose registered office is at Pool Innovation Centre, Trevenson Rd, Pool, Redruth, TR15 3PL (ABTA No. W4337) (the "**Principal ATOL holder**"); and
- (2) Your travel agency (the "**Agent**")

1. DEFINITIONS

The definitions used in this Agreement have the same meaning as those used in the ATOL Regulations 2012, and additionally:

ABTA	ABTA Ltd, The Travel Association;
ABTA Single Payment Scheme (SPS)	a payment processing system that allows ABTA tour operators and travel agents to make direct debiting arrangements via the online SPS system;
ATOL	Air Travel Organisers' Licence issued by the Civil Aviation Authority;
ATOL Certificate	a document that complies with the requirements specified in regulation 19 of the ATOL Regulations;
ATOL Regulations	The Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012;
CAA	Civil Aviation Authority;
Lead Name	the person over the age of 18 years named as the first person on the booking form, who alone instructs the agent to change names, amend the booking details, or cancel the booking and who is liable for full payment of the Travel Arrangements booked and all other changes, including amendment and cancellation charges;

Licensable Transaction	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.
Package	a package holiday as defined in the Package Travel, Package Holidays and Package Tours Regulations 1992;
Travel Arrangements	air or other transport tickets, accommodation, car hire, package holidays and any other travel services supplied by the Principal ATOL holder.

2. APPOINTMENT

- (i) The Principal ATOL holder acts as contract principal for the supply of Travel Arrangements under this Agreement
- (ii) By this Agreement the Principal ATOL holder appoints the Agent as its non-exclusive agent for the retail sale of the Principal ATOL holder's Travel Arrangements within the United Kingdom.
- (iii) The Agent accepts its appointment and agrees to sell the Principal ATOL holder's Travel Arrangements (which shall include not failing to process any purchase request made by a client through any of its sales channels) and perform the other obligations set out in this Agreement.

3. TERM

This Agreement shall come into force on the date of this Agreement and shall continue indefinitely, unless terminated earlier in accordance with the provisions of Clause 9 below.

4. ATOL SCHEDULE OF AGENCY TERMS

- (i) In accordance with Regulation 22 of the ATOL Regulations the terms set out in Schedule 1 are included in this Agreement.
- (ii) In the event of any conflict between the clauses in the main body of this Agreement and the Schedule, the clauses in the Schedule shall take precedence to the extent of any conflict only.

5. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement between the parties, except in respect of bookings already confirmed by the Principal ATOL holder before the date of this Agreement, in which case any prior agreement or arrangement shall apply to those bookings.

See also Agency Terms 1 and 11 in Schedule 1.

6. FINANCIAL PROTECTION

The Principal ATOL holder confirms that the arrangements for the protection of consumers' monies with respect to the Principal ATOL holder's products sold under this agreement are as follows:

Licensable products: protected under ATOL number [5571].

Non-licensable packages: protected by means of a bond held by Advantage Financial Services.

Non-package products: protected by means of a bond held by Advantage Financial Services.

7. DUTIES OF THE AGENT

The Agent agrees to:

(i) *Product display*

Display brochures, other promotional material, adverts or products supplied to it by the Principal ATOL holder in its premises or on its website as appropriate;

(ii) *Sales promotion*

Promote and use its reasonable endeavours to increase sales of the Principal ATOL holder's Travel Arrangements to existing and potential clients;

(iii) *Disclosure of Principal ATOL holder*

State clearly that it acts as Agent for the Principal ATOL holder and state the Principal ATOL holder's name and ATOL number (if appropriate), on all dedicated publicity material and relevant documents.

Dedicated publicity material means that on which the Agent holds itself out as being able to make available the Travel Arrangements as Agent for the Principal ATOL holder.

Relevant documents means those issued by the Agent that form or evidence the formation of a contract between the client and the Principal ATOL holder.

See also Agency Terms 2.1 and 2.2 in Schedule 1.

(iv) *ATOL Certificates*

(a) Undertake not to accept payment for the making available of flight accommodation without supplying to the client an ATOL Certificate on behalf of the Principal ATOL holder.

- (b) Supply the ATOL Certificate within the required timescale:
- In the case of a person who is present, providing it to that person at the time payment is made;
 - In the case of a person who is not present, immediately sending it to that person by email or some equivalent electronic means;
 - In the case of a person who makes a booking by telephone, immediately sending it by email or equivalent electronic means, or immediately posting it to that person.

(c) Create an ATOL Certificate, using the correct form and correctly completing all required information, and provide it to the client in accordance with sub-paragraph (b) above, and immediately notify the Principal ATOL holder that this has been done and provide a copy to the Principal ATOL holder.

(d) Forward to the client immediately any amended ATOL Certificate as directed by the Principal ATOL holder.

See also Agency Terms 2.1, 3 and 8 in Schedule 1. Agency Term 2.1 makes clear that, until 1 October 2012, ATOL Certificates must not be issued unless the ATOL holder has permission from the CAA.

(v) *Booking form and payment*

- (a) Ensure that a booking form is signed by the Lead Name and a minimum deposit of £75 per person is taken (or more if specified by the Principal ATOL holder, or, in the case of a late booking within the balance due date, the full cost of the Travel Arrangements, before confirming the booking with the Principal ATOL holder; and
- (b) Thereafter, keep safe the signed booking form for at least 6 years¹ and to provide on request, copies of the same to the Principal ATOL holder at any time within that period;

(vi) *Booking conditions*

- (a) Ensure that the Lead Name is referred to the booking conditions set out in the Principal ATOL holder's brochure, website or as appropriate before any booking is taken by the Agent;
- (b) Not amend the Principal ATOL holder's booking conditions.

¹ Six years is the limitation period within which an action for breach of contract must be brought. This may be impractical for the agent and therefore the Principal ATOL holder may consider reducing this figure.

(vii) *Receipts and Confirmations*

Provide the Lead Name with

- (i) a receipt following the purchase of any Travel Arrangements, stating the amount taken on behalf of the Principal ATOL holder, that the Agent acts as Agent for the Principal ATOL holder and naming the Principal ATOL holder; and
- (ii) the confirmation document issued by the Principal ATOL holder.

See also Agency Term 2.1, 2.3 and 6 in Schedule 1. The requirements are also summarised below:

- (a) Any receipt or invoice supplied must 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 the flight, accommodation, car hire and/or other services that are financially protected, where you can get information on what this means for you and who to contact if things go wrong."

However until 1 October 2012, unless the ATOL holder has permission from the CAA to issue ATOL Certificates, the receipt or invoice must only show the ATOL holder's name on their ATOL (or trading name notified to the CAA) and ATOL Number and not the statement.

United Kingdom

- (b) Any receipt supplied must identify which part of the money paid by the client is protected by the ATOL holder's ATOL and which, if any, is not.
- (c) The Agent must, where it has sold a Package, notify the ATOL holder so that the ATOL holder can produce a Confirmation. This must be passed to the client immediately it is received by the agent. It must be received by the client within 3 days of the agent accepting payment from the client.

If any of the information on the Confirmation changes the ATOL holder must produce a revised Confirmation. The Agent must pass it to the consumer immediately it is received from the Principal ATOL holder.

(viii) *Amendments notified by Principal ATOL holder*

- (a) Notify the Lead Name immediately in writing (and by telephone if notification occurs less than [14] days before departure) of all corrections and amendments advised by the Principal ATOL holder (whether advised by the Principal ATOL holder in writing or orally) in respect of that client's booking;

- (b) Ensure that any instructions regarding written amendments to the Principal ATOL holder's brochures, promotional material or other documentation held by the Agent are acted upon expeditiously.

(ix) *Special requests*

- (a) Ensure that when a client makes a special request in respect of a booking, this request is promptly and accurately notified to the Principal ATOL holder in writing; and
- (b) Undertake not to make any verbal or written assurances to a client that any special request shall be complied with;

(x) *Telephone bookings/late bookings*

Ensure that where clients make telephone bookings or book late the steps outlined in sub-clauses (v), (vi), and (vii) are satisfied as soon as possible after confirmation by the Principal ATOL holder.

In particular, the Agent shall ensure that a copy of the Principal ATOL holder's booking conditions is:

- (a) delivered to the Lead Name in person; or
- (b) sent to the Lead Name's address no later than the next working day;

(xi) *Notification of cancellation and amendment requests by clients*

Ensure that all requests by a client to amend or cancel a booking are passed on to the Principal ATOL holder in writing on the day on which they are received;

(xii) *Cancellation and amendment procedure*

Inform the Lead Name of any obligations to pay cancellation/amendment charges where a client requests the cancellation or amendment of a booking.

(xiii) *Collection and remittance of monies due*

- (a) Collect from clients all deposits, balances, cancellation charges, amendment fees and all other monies payable by clients in accordance with the Principal ATOL holder's booking conditions [as published from time to time] and to remit those monies as shown on the Principal ATOL holder's confirmation invoice, cancellation invoice or amendment invoice as applicable to the Principal ATOL holder by their due date.

If the Agent is unable to collect the balance payment from a client at least 8 weeks prior to departure, the Agent shall immediately notify ANZCRO(UK) Operations Manager in writing, whereupon the

Principal ATOL holder reserves the right to treat that booking as cancelled and issue a cancellation invoice.

- (b) The Agent shall not release to the client any tickets, vouchers or coupons until correct payment has been received from the client.
- (c) The Agent agrees to remit monies due to the Principal ATOL holder in accordance with the ANZCRO(UK) payment terms.

(xiv) *Agent's liability*

Remain personally liable to the Principal ATOL holder for monies which it has failed to collect in accordance with the terms of this Agreement and the Principal ATOL holder's booking conditions, where a booking has been confirmed by the Principal ATOL holder without:

- (a) collecting a deposit and/or balance from the client; or
- (b) collecting the total cost of the Travel Arrangements in the case of a late booking; or
- (c) collecting any other sums due under the client's contract with the Principal ATOL holder such as amendment fees;

(xv) *Agent's Indemnity*

Keep the Principal ATOL holder indemnified against all claims and liabilities brought against or incurred by the Principal ATOL holder attributable to acts or omissions of the Agent or its employees or sub-agents, howsoever occurring.

(xvi) *Complaints*

- (i) Use reasonable endeavours to resolve client complaints of a minor nature.
- (ii) Advise the Principal ATOL holder immediately of any complaint by a client in relation to the Travel Arrangements (including any complaint to a Trading Standards Department or a regulatory or trade body) that it has been unable to resolve;

(xvii) *Duty to forward correspondence*

Forward immediately to the Principal ATOL holder any communication or correspondence received from a client and to forward immediately to the client any communication or correspondence received from the Principal ATOL holder; and

(xviii) *Duty not to misuse Principal ATOL holder's name/trademark*

Not make use of the Principal ATOL holder's name, trademarks or ATOL number in any unlawful or unauthorised way, or allow any third party to do so.

(ix) *Authority*

Not to book the Principal ATOL holder's Travel Arrangements on behalf of any third party not authorised by the Principal ATOL holder to purchase such Travel Arrangements.

(xx) *Compliance with laws and regulations*

Comply with all relevant laws and regulations, including the Package Travel Regulations 1992, the Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012, the Consumer Protection from Unfair Trading Regulations 2007, the Data Protection Act 1998 and the ABTA Code of Conduct (including any amendments), insofar as they affect the Agent's activities. The Agent also agrees to keep the Principal ATOL holder indemnified against any and all loss, damage, costs or claims suffered by the Principal ATOL holder as a result of any non-compliance by the Agent.

8. THE PRINCIPAL ATOL HOLDER'S UNDERTAKINGS

The Principal ATOL holder hereby undertakes to:

(i) *Provision of brochures*

Provide to the Agent sufficient brochures and other promotional material in relation to the number of bookings placed by the Agent;

(ii) *Brochure compliance*

Ensure that all brochures and other promotional material published by the Principal ATOL holder comply with the requirements of civil and criminal law;

(iii) *Indemnity*

Hold the Agent indemnified against any liability arising from the failure of the Principal ATOL holder to comply with the provisions of sub-clause (ii) above and any liability arising from the Principal ATOL holder's failure to perform or properly perform its contract with a client.

(iv) *Confirmation of bookings*

Confirm each booking request by:

- (a) issuing a confirmation invoice to the Agent within 7 days from the date of booking; or
- (b) confirming the booking immediately on Viewdata, if such facility is available and then complying with the provisions of sub-clause (a) above;

See also Agency Term 2.1 in Schedule 1. The requirement is summarised below.

The Principal ATOL holder shall, if the booking is a package, issue a Confirmation which 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*

* Note: Prior to 1 October 2012, the requirement to include the Unique Reference Number of the relevant ATOL Certificate only applies if an ATOL Certificate in the form and content referenced by paragraph 1 of Section 1.3 of the ORS3, has been issued to the consumer.

(v) *Commission*

Pay the agreed commission on each booking made by the Agent with the Principal ATOL holder, subject to the following:

- (a) No commission shall be payable until the Principal ATOL holder has issued a confirmation invoice or confirmed the booking on Viewdata in accordance with its booking conditions; and
- (b) No commission shall be payable if a client cancels his travel arrangements, save that the Agent shall be entitled to receive commission on any forfeit deposits or cancellation charges payable by the client, *provided* such payment has been made by that client.

The mechanism for payment of commission is as agreed between the Agent and the Principal ATOL holder and set out at Schedule 2 of this Agreement.

(vi) *Tickets/vouchers*

Issue and dispatch tickets and/or vouchers to the Agent approximately 28 days before the due departure date for the Travel Arrangements.

In the case of late bookings, the Principal ATOL holder may make alternative arrangements for tickets and/or vouchers to be received by clients in time for their departure.

9. TERMINATION

- (i) Either party may terminate this Agreement at any time on giving at least 28 days' written notice to the other party.
- (ii) Either party may terminate this Agreement immediately on giving written notice to the other party if:
 - (a) the other party commits any material breach of this Agreement; or
 - (b) the other party commits a breach of this Agreement and fails to remedy to the satisfaction of the non-breaching party, within 7 days of receiving a written request to do so, that breach; or
 - (c) in one party's reasonable opinion, there is any repeated or persistent failure by the other party to provide service of a sufficiently high standard to clients booking Travel Arrangements.
- (iii) This Agreement shall terminate immediately without notice if:
 - (a) the other party suspends or ceases trading or indicates that it intends to cease trading or becomes unable to pay its debts as they fall due; or
 - (b) the other party has a receiver or liquidator appointed, or passes an effective resolution for winding up (except for the purpose of amalgamation, reconstruction or reorganisation) or a Court makes an order to that effect or a similar event occurs; or
 - (c) distress or execution is levied against the property of the other party.
 - (d) the Agent ceases to be a member of ABTA (without the express consent for continuation by the Principal ATOL holder).
- (iv) If this Agreement is terminated for any reason save those set out at sub-clauses (iii)(a), (b) and (c), the termination shall not apply (at the Principal ATOL holder's discretion) in relation to bookings confirmed by the Principal ATOL holder to the Agent before the effective date of termination and the rights and obligations of the parties under this Agreement in respect of such bookings shall survive the termination and be enforceable notwithstanding it.

10. VARIATION

The terms of this Agreement may only be varied in writing, signed by duly authorised representatives of both parties.

11. ASSIGNMENT

Neither party may assign the benefit of this Agreement without the prior written consent of the other.

12. NOTICES

Any notice required to be given under this Agreement shall be sent by fax, first class post or email to:

- (a) ANZCRO(UK), Pool Innovation Centre, Trevenson Rd, Pool, Redruth, TR15 3PL
Fax: (01872 266 890) Email: sales@anzcro.co.uk, in the case of the Agent; or
- (b) Your agencies last known trading address in the case of the Principal ATOL holder; or
- (c) Such other address, fax number or email address as either party may from time to time notify to the other in writing.

13. GOVERNING LAW

This Agreement is governed by the laws of England and Wales and both parties agree to submit to the jurisdiction of the English courts at all times.²

14. RIGHTS OF THIRD PARTIES

Save as set out in Agency Term 9 of Schedule 1, nothing in this contract confers or purports to confer on any third party any benefit or any right to enforce any term of this contract, pursuant to the Contract (Rights of Third Parties) Act 1999.

15. DATA PROTECTION

- (i) For the purposes of this clause, "Data Protection Legislation" shall mean:
 - (a) up to the 25th May 2018, the Data Protection Act 1998;
 - (b) on and after the 25th May 2018, unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then
 - (c) any successor legislation to the GDPR or the Data Protection Act 1998.
- (ii) Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 12 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

² This may be amended to Scottish or Northern Irish law and jurisdiction as required.

- (iii) The parties acknowledge that for the purposes of the Data Protection Legislation, the Principal is the Data Controller and the Agent is the Data Processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- (iv) The Agent shall, in relation to any Personal Data processed in connection with the performance by the Agent of its obligations under this Agreement, comply with its legal obligations under Data Protection Legislation, as a Data Processor.
- (v) The Principal consents to the Agent appointing a third-party processor of Personal Data under this agreement. The Agent confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement.
- (vi) Either party may, at any time on not less than 30 days' notice, revise this clause 12 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).





Schedule of Agency Terms

AGREEMENT BETWEEN YOUR TRAVEL AGENCY [The 'Agent'] AND ANZCRO ATOL 5571 APPOINTING YOUR TRAVEL AGENCY [The 'Agent'] AS ANZCRO AGENT PURSUANT TO ATOL REGULATIONS 12 AND 22 ON 18th March 2015.

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:

- 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.

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.

**Signed for and on behalf of the
Principal**

Signed for and on behalf of:

ANZCRO(UK)

AGENT



Name: Andrew Guthrey

Name:

General Manger

Position:

Date: 18th March 2015

Date: