

CANTERBURY TRAVEL (LONDON LTD): ATOL AGENCY AGREEMENT

CONTRACT DETAILS

COMPANY:	Canterbury Travel (London Ltd), a company registered in England & Wales with company registration number: 0995587 hereafter referred to as " the Principal " and in respect of Licensable Transactions " the Principal ATOL Holder ".
Registered office address:	42-44 High Street, Northwood. Middx HA6 1BL
COMPANY VAT number:	222 2851 93
COMPANY Trading Names:	"Canterbury Travel (London Ltd.)", and such other trading names as notified to the Agent from time to time.
COMPANY representative:	Name: Nicola Blair Title: General Manager Email: info@canterburytravel.com Telephone: 01923 822388 Postal Address: 42-44 High Street, Northwood, Middx. HA6 1BL.
ATOL Number:	0739
AGENT:	Company Name: LIMITED No.
AGENT's address:	
AGENT's VAT number:	
Agent's ABTA/TTA/Worldchoice Number (if applicable)	
AGENT's representative:	Name: Title: Email: Telephone: Postal Address:
Schedules:	Schedule 1 – Commercial Terms; Schedule 2 – Schedule of ATOL Agency Terms; Schedule 3 – Information Requirements for Package Holidays.
Commencement Date	

1. This Agreement is made up of the following:

- (a) The Contract Details;
- (b) The Agreed Terms;
- (c) The Schedules specified in the Contract Details.

Signed by Donna Blackmore
for and on behalf of Canterbury Travel (London Ltd.)


.....
Head of Marketing

Signed by
for and on behalf of

.....
Director

BACKGROUND

- (A) The Principal is the holder of an ATOL and must comply with the ATOL Regulations. The Principal is also a member of ABTA and must comply with the ABTA Code of Conduct.
- (B) The purpose of this Agreement is to enable both parties to comply with Regulations 12 and 22 of ATOL Regulations and with ATOL Standard Term 1.4. in respect of all Licensable Transactions and with the ABTA Code of Conduct and to set out the legal and commercial terms and conditions upon which the parties have agreed to contract.

AGREED TERMS

- 1. **Term**
 - 1.1 This Agreement will take effect from the Commencement Date and will continue in effect until it expires or is terminated in accordance with clause 14.
- 2. **Definitions & Interpretation**
 - 2.1 In this Agreement, the words defined in the Contract Details shall have the meanings set out therein and in addition, the following words shall have the following meanings:

- 2.1.1 **"ABTA"** means ABTA Limited, The Travel Association, 30 Park Street London SE1 9EQ (www.abta.co.uk);
- 2.1.2 **"ATOL"** means an Air Travel Organiser's Licence;
- 2.1.3 **"ATOL Certificate"** means a document that complies with the requirements specified in regulation 19 of the ATOL Regulations;
- 2.1.4 **"ATOL Regulations"** mean the Civil Aviation (Air Travel Organiser's Licensing) Regulations 2012 as amended by the Civil Aviation (Air Travel Organisers' Licensing) (Amendment) Regulations 2018 and any further amendment or re-enactment of the same;
- 2.1.5 **"Agreement"** means this agreement including all schedules, supplementary agreements, additions and amendments;
- 2.1.6 **"Balance Due Date"** means the date on or by which the full cost of the Travel Arrangements must be paid to the Principal under its applicable booking conditions or under any alternative applicable payment terms notified to the Agent by the Principal;
- 2.1.7 **"CAA"** means the UK's Civil Aviation Authority of Gatwick Airport South, West Sussex, RH6 0YR, UK.
- 2.1.8 **"Confidential Information"** means all and any commercial, financial, marketing, technical or other information, know-how or trade secrets in any form or medium belonging to or disclosed by one of the parties to this Agreement or obtained under or in connection with this Agreement (whether disclosed or obtained before or after the date of this Agreement), together with any copies, summaries of, or extracts from, such information in any form or medium or any part(s) of this information and which is designated as confidential or which is manifestly confidential;
- 2.1.9 **"Customer(s)"** means the person(s) or any of them who purchase any Travel Arrangements or on whose behalf any Travel Arrangements is/are purchased;
- 2.1.10 **"in writing"** means, unless otherwise specified, by post, e-mail (providing the Agent contacts the Principal at such address as the Principal notifies the Agent in writing) and/or any other method agreed or notified by the Principal in writing;
- 2.1.11 **"Late Booking"** means any booking which is made on or after Balance Due Date;
- 2.1.12 **"Lead Customer"** means the first named person on a booking and/or any substitute for that person;
- 2.1.13 **"Licensable Transaction"** means an offer made by a Customer (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;
- 2.1.14 **"Linked Travel Arrangement"** has the meaning given to it in the PTRs;
- 2.1.15 **"Package"** has the meaning given to it in the PTRs;
- 2.1.16 **"PTRs"** mean the Package Travel and Linked Travel Arrangements Regulations 2018 and any amendment or re-enactment of the same;
- 2.1.17 **"Schedule of ATOL Agency Terms"** means the terms which the Principal is required by Regulation 22 of the ATOL Regulations and the ATOL Standard Terms to include in any written agency agreement with its agents which applies to Licensable Transactions and any variation of the same by the CAA, the current version of which appear in Schedule 2;
- 2.1.18 **"Travel Arrangements"** means the inclusive package holiday arrangements, flights, transport, Licensable Transactions, accommodation, rail bookings, transfers, excursions, luggage transfer services, car hire and all other products and services as the Agent is from time to time asked to sell on the Principal's behalf as agent for the Principal;
- 2.2 All terms of this Agreement which have a defined meaning in ATOL Regulations have the same meaning in this Agreement.
- 2.3 The headings in this Agreement are for reference only. References to any person(s) shall include bodies corporate and unincorporated, associations, firms and partnerships. Words denoting the singular shall include the plural and vice versa, words denoting any gender shall include any other gender and references to clauses, sub-clauses and schedules are, unless otherwise stated, to clauses and sub-clauses of and schedules to this Agreement.
- 3. **Appointment of Agency**
 - 3.1 The Principal appoints the Agent to be its non-exclusive retail agent to sell and market the Travel Arrangements within the United Kingdom to Customers. The Agent accepts that it shall not discount Canterbury Travel's tours, save

for any promotion published on the Canterbury Travel website, and offered by the Canterbury Travel Reservation Team. Price parity is agreed on this basis. The Agent accepts its appointment and agrees to sell the Travel Arrangements and perform the other obligations, as set out in this Agreement.

- 3.2 Where the Agent wishes to sell the Travel Arrangements in such a way so as to create a Package or Linked Travel Arrangement which has been organised or facilitated by the Agent (as opposed to the Principal) or wishes to combine the Travel Arrangements with additional travel services that would together comprise a Package and the Agent arranges for the customer to enter into separate contracts with each individual travel service provider, the Agent:
- 3.2.1.1 shall only do so with the prior written approval of the Principal;
 - 3.2.1.2 shall be responsible for ensuring compliance with all applicable requirements, including but not limited to any financial protection for the Customer payments in accordance with the PTRs with respect to the Agent's insolvency and information requirements. For the avoidance of doubt, where the Agent sells flight accommodation, this shall be sold with the protection of the Agent's ATOL (and not the Principal's ATOL) and in all instances, clause 5 below shall not apply;
 - 3.2.1.3 shall enter into a contract/ booking with the customer for the Package on its own behalf (i.e. as principal) on the basis of the Agent's own booking terms and conditions and all documentation provided to the customer including the customer invoice confirming the booking will state that the Agent is the principal. The Agent's booking terms and conditions must comply with the PTRs; and
 - 3.2.1.4 acknowledges and agrees that it will solely be responsible to the customer (and liable) for the performance of the Package and Linked Travel Arrangement under the PTRs and shall indemnify and hold the Principal harmless against any and all loss, damage or liability (whether criminal or civil and including any claims, fines, legal fees and other costs and expenses) arising from the negligent actions or omissions of the Agent, its agents, employees or representatives, or arising from a breach of any of its obligations pursuant to this Agreement or otherwise arising from the performance or improper performance of the Package contract or otherwise arising under the PTRs.
- 3.3 Without prejudice to the generality of clause 3.2, the Schedule of Agency Terms at Schedule 2 only apply to flight-Packages organised by the Principal and do not apply to Packages or Linked Travel Arrangements facilitated by the Agent. The Agent must ensure the Package or Linked Travel Arrangement is sold either under the Agent's own ATOL or, where the Package/Linked Travel Arrangement doesn't include flights, it has another form of insolvency protection in place which meets with the requirements of the PTRs to protect the Package/Linked Travel Arrangement.
- 4. Schedule of ATOL Agency Terms**
- 4.1 The Schedule of ATOL Agency Terms form part of this Agreement and apply to the sale and offering for sale of all Licensable Transactions by the Agent. In the event of any conflict between any of the ATOL Agency Terms and any other terms of this Agreement, the relevant provision(s) of the ATOL Agency Terms will apply in respect of and to the extent of the conflict.
- 5. Financial Protection**
- 5.1 All Travel Arrangements are sold by the Principal as principal in the contract with the Customer. The Principal's financial protection arrangements for the protection of Customers' monies with respect to the Travel Arrangements sold under this Agreement are as follows:
- (a) Licensable Transactions (flight Packages & flight only sales) – protected under ATOL Number 11670; and
 - (b) Non-Package bookings: – none.
- 6. Duties of the Agent**
- The Agent agrees (at its own expense) to:
- 6.1 Sales promotion
Use its reasonable endeavours to promote and sell the Travel Arrangements in accordance with this Agreement, giving the Principal at least as great a recommendation and exposure to potential customers as it does other tour operators.
- 6.2 Compliance with legislation
Ensure that it complies with all applicable laws, regulations, rules and codes of practice (including in particular, the PTRs and, where applicable, the ATOL Regulations) and that all its staff are familiar with these to the extent the work they do is affected by them.
- 6.3 Booking Conditions & General Information
- 6.3.1 Ensure that all details relating to the chosen Travel Arrangements, the booking and any other conditions and relevant general information set out in the Principal's brochure or elsewhere are drawn to every Customer's attention before any booking is taken.
 - 6.3.2 Ensure that the Principal's booking conditions are drawn to the Customer's attention before any booking is taken and that the Customer is given the opportunity to read the booking conditions.
 - 6.3.3 Check that the Lead Customer is at least 18 years of age and advise the Lead Customer that by asking the Agent to request confirmation of the booking from the Principal, the Lead Customer is deemed to have

accepted the booking conditions and relevant general information on behalf of all Customers named on the booking.

- 6.3.4 Ensure that the Customer is directed to the FCDO/Travel Aware website before they make a booking so the Customer can make themselves aware of any travel advice relating to their chosen destination.

6.4 Required information for Package Holidays

- 6.4.1 Where the Customer is booking a Package organised by the Principal, ensure that all information required by Regulations 5, 6 and 7 of the PTRs is given to any Customer or potential Customer in a clear, comprehensible and prominent manner; and where the information is provided in writing, in a legible form. The information and the point at which it must be given is set out in Schedule 3 to this Agreement.
- 6.4.2 Furthermore, the Agent must provide the Customer with general information about entry, passport, visa and health requirements (including the time they are likely to take to obtain) applicable to the Travel Arrangements in question for the Customer(s) concerned (where the Customer is a British citizen), and ensure that it has a proper system in place for the provision of this information and that this is adhered with at all times. Where any Customer is not a British citizen, tell that Customer where they can find out the applicable information.

6.5 Booking procedure

Take all bookings (whether provisional or confirmed) in accordance with the Principal's booking procedure as notified by the Principal from time to time.

6.6 Special requests and disabilities/medical problems

- 6.6.1 Notify the Principal immediately in writing and keep a full clear written note of any special request made by a Customer. Advise any Customer making one that all special requests are subject to availability and cannot be guaranteed unless specifically confirmed in writing by the Principal.
- 6.6.2 Immediately notify the Principal prior to accepting the booking (firstly by telephone and confirmed in writing) and keep a full clear written note of any disability or medical problem advised by any Customer (of which full details must be obtained and passed onto the Principal at the time), and only accept the Customer's booking once the Agent has checked with the Principal that the Customer's chosen Travel Arrangements are suitable in light of the Customer's disability/medical problem.

6.7 Corrections and alterations

Notify Customers immediately of any corrections, alterations or other information advised to it by the Principal by any means concerning any Travel Arrangements whether so advised before or after the Travel Arrangements concerned were booked, and confirm this in writing to the Customer(s) concerned as soon as possible.

6.8 Representations

- 6.8.1 Give Customers an accurate, clear and complete picture of the Travel Arrangements.
- 6.8.2 Not to make any representations, verbally or in writing, to any Customer which are in addition or different to those contained in the Principal's applicable brochure and/or advertising material or which are contrary to corrections or alterations previously advised by the Principal unless authorised to do so by the Principal in writing.

6.9 ATOL Certificates

- 6.9.1 The Agent undertakes not to accept payment for the making available of flight accommodation without supplying to the Customer an ATOL Certificate on behalf of the Principal.
- 6.9.2 The Agent shall supply the ATOL Certificate within the required timescale:
- (a) In the case of a person who is present, providing it to that person or sending it to them by electronic communication at the time payment is made;
 - (b) In the case of a person who is not present, immediately sending it to that person by electronic communication;
 - (c) In the case of a person who makes a booking by telephone, immediately sending it by electronic communication, or immediately posting it to that person.
- 6.9.3 Notify the Principal and give sufficient information to enable it to issue an ATOL Certificate, and provide it to the client in accordance with sub-paragraph 6.9.2 above.
- 6.9.4 Forward to the Customer immediately any amended ATOL Certificate as directed by the Principal.

6.10 Receipts and Confirmations

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

See also Agency Term 2.1, 2.3 and 6 in Schedule 2. The requirements are also summarised below:

b) 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 package 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."*

c) 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.

d) The Agent must, where it has sold a Package, notify the Principal so that the Principal can produce a Confirmation. This must be passed to the Customer immediately upon receipt by the Agent, and in any event within 3 days of the Agent accepting payment from the Customer.

e) If any of the information on the Confirmation changes the Principal will produce a revised Confirmation. The Agent must pass it to the consumer immediately upon receipt from the Principal.

6.11 Brochures

Keep on file at least one copy of the Principal's current brochure(s).

6.12 Complaints and other Customer communications

6.12.1 Notify the Principal of any complaint concerning any Travel Arrangements (including any complaint or query raised by Trading Standards or any regulatory or trade body) immediately on receipt, and in any event no later than 24 hours of receipt of the complaint.

6.12.2 Immediately forward to the Principal or to the Lead Customer, as applicable, all correspondence, documents and other communications of any description received from either which is intended for the other.

6.13 Refunds

Promptly send to the Lead Customer all refunds received from or authorised by the Principal, and in any event no later than 48 hours of receipt from the Principal.

6.14 Sub-agents

Not to appoint any sub-agents to sell the Travel Arrangements except with the Principal's express prior consent in writing or if authorised through ATOL Agency Term 10 in Schedule 2 of this Agreement.

6.15 Compliance with ABTA Code of Conduct

6.15.1 Where the Agent is a member of ABTA, comply in every respect with the applicable current rules and Code of Conduct of ABTA;

6.15.2 Inform the Principal in writing within 24 hours in the event that, where the Agent is a member of ABTA as at the date of this Agreement, it ceases to be a member of ABTA or becomes aware of any reason(s) or circumstances which may or will result in the cessation of such membership.

6.16 Changes & Cancellations

The Agent must ensure that all requests by any Customer to change and/or cancel any booking are made in writing and signed by the Lead Customer. All changes and cancellations can only be accepted in accordance with the Principal's Booking Conditions. The Agent must immediately collect any applicable amendment or cancellation fee from the Customer.

6.17 Collection of Monies by the Agent

6.17.1 The Agent is responsible for the collection of all deposits (including booking variation deposits), full payments, insurance premiums, balances, cancellation charges and other monies of any description due to the Principal from any Customer.

6.17.2 If the Agent is unable to collect the balance payment from a Customer by the balance due date, the Agent shall immediately notify the Principal whereupon the Principal reserves the right to treat that booking as cancelled and issue a cancellation invoice.

6.17.3 The Agent shall not release to the Customer any tickets, vouchers or coupons until correct payment has been received from the Customer.

6.17.4 The Agent is personally liable to the Principal for monies it should have but failed to collect from Customers in the following circumstances:

(a) Deposits where the Agent has confirmed the booking.

(b) The applicable fee, costs and charges payable on amendment where an amendment request has been confirmed by the Agent.

(c) The total price where the Agent has confirmed a Late Booking.

6.18 Insurance

Ensure that the Lead Name is specifically advised of the insurance available through the Principal or advised of an alternative of at least equal standard, appropriate for that Customer's requirements, which the Customer shall be required to purchase at or before the time of entering into a contract with the Principal.

6.19 Compliance with this Agreement

Not to sell the Travel Arrangements or to act otherwise than strictly in accordance with this Agreement.

7. Websites & Intellectual Property Rights

7.1 Providing the Principal has agreed in writing, in advance to the Agent doing so, the Agent may refer to or feature the Travel Arrangements on its own website. The Agent must ensure it obtains the Principal's prior approval and understands the specific terms of use (which can be obtained from the Principal on request) of all information and

material relating to the Travel Arrangements placed on its website (including that provided by XML data feed or other electronic methods) and that all such information and material is accurate, clear and complete. The Principal retains the right to prevent access to all information and material relating to the Travel Arrangements (including that provided by XML data feed or other electronic methods) at any time. The Agent must ensure that its website complies with the PTRs, ATOL Regulations and all other applicable legislation and that reference the Principal's booking conditions prominently appear on every page referring or featuring any Travel Arrangements.

- 7.2 The Agent acknowledges that all intellectual property rights relating to use of the Principal's company name, trading names and trademarks belong to the Principal.
- 7.3 Other than as expressly provided for in this Agreement, the Agent shall not, without obtaining the Principal's prior written consent, use the Principal's company names, trading names, trade marks or logos in any form of advertising, marketing or publicity (including but not limited to paid listings in search engines, meta tags, keywords, or links) or otherwise in connection with any PPC (pay per click) or SEO (search engine optimisation) activities. The Agent agrees that unless expressly permitted under this Agreement it shall do nothing which is intended to, or may, influence the results for internet searches involving the Principal's company name, trading names or trademarks.
- 7.4 Agent shall not seek to register any intellectual property rights on behalf of the Principal without the Principal's express written consent or do or omit to do, or authorise any third party to do or to omit to do, anything which could invalidate or be inconsistent with the Principal's intellectual property rights.

8. Duties of the Principal

The Principal agrees to:

8.1 Compliance with legislation

Ensure that it complies with all applicable laws, regulations, rules and codes of practice (including in particular, the PTRs and, where applicable, the ATOL Regulations) and that all its staff are familiar with these to the extent the work they are required to do is affected by them.

8.2 Required information

Ensure that it provides the Agent with all information required by the PTRs to be given to any Customer or potential Customer at the appropriate time in whatever form the Principal considers appropriate except where such information is already known by the Agent.

8.3 Notification of changes and cancellation

Keep the Agent promptly informed of any changes to prices and of any significant (in the Principal's opinion) changes to any brochure and/or other materials supplied to the Agent and of any significant (in the Principal's opinion) changes to or cancellation of any Travel Arrangements by whatever means the Principal considers appropriate.

8.4 Building works

In the case of accommodation included in the Travel Arrangements, promptly advise the Agent as soon as it becomes aware of any building works which in the Principal's opinion may significantly impair the enjoyment of the accommodation included within the Travel Arrangements.

8.5 Surcharges

Promptly advise the Agent in the event of the Principal levying a surcharge.

8.6 Refunds

Promptly refund to the Agent any monies due to the Customer for whatever reason.

8.7 Complaints

Promptly and sympathetically deal with any complaints received from Customers and passed onto it by the Agent and respond to them within the time limits set by the ABTA Code of Conduct.

8.8 Compliance with ABTA Code of Conduct

Comply in every respect with the applicable current rules and Code of Conduct of ABTA.

9. Limitation of Liability

- 9.1 Subject to 9.3, this clause 9 sets out the entire financial liability of the Principal (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Agent:

9.1.1 arising under or in connection with this Agreement; and

9.1.2 in respect of any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

- 9.2 Except as expressly and specifically provided in this agreement, all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by

applicable law, excluded from this Agreement.

- 9.3 Nothing in this agreement excludes the liability of the Principal:
- 9.3.1 for death or personal injury caused by the Principal's negligence; or
 - 9.3.2 for fraud or fraudulent misrepresentation.
- 9.4 Subject to clause 9.3:
- 9.4.1 The Principal shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss costs, damages, charges or expenses however arising under this Agreement; and
 - 9.4.2 The Principal's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the amount of commission paid under this Agreement by the Principal to the Agent during the 12 months preceding the date on which the claim arose.
- 10. Indemnity**
- 10.1 The Agent on behalf of itself, its employees, agents and sub-contractors agrees to indemnify the Principal for the full amount of all claims, liabilities, demands, damages, costs (including legal costs), expenses, fines and all other sums of whatever nature which the Principal reasonably incurs or becomes liable for as a result of (i) any breach of any of the terms of this Agreement by the Agent; (ii) any breach of the ATOL Regulations, ATOL Agency Terms, ATOL Standard Terms, PTRs, GDPR or other applicable law or regulation by the Agent; and/or (iii) any act or omission by the Agent outside of the scope of this Agreement or otherwise without the authority of the Principal.
- 10.2 This indemnity will continue to apply after this Agreement comes to an end for whatever reason. For the avoidance of doubt, the Principal shall be entitled to deduct any sums owed by the Agent pursuant to this clause from any payment due to the Agent under this Agreement or any other agreement between the parties.
- 11. Payments received by the Agent & Remittance**
- 11.1 Save for Licensable Transactions, all monies received by the Agent from any Customer for any Travel Arrangements will be held by the Agent on express trust for the Principal at all times. Monies received from any Customer(s) for any Licensable Transactions will be held by the Agent in accordance with ATOL Agency Term 5. The Agent must, however, only collect monies from Customers in accordance with this Agreement and once a provisional or confirmed booking has been made with the Principal.
- 11.2 The Agent shall pay all monies received from Consumers to the Principal immediately upon receipt, or as otherwise agreed between the parties in writing.
- 11.3 Subject to ATOL Agency Term 5 but regardless of any provision to the contrary in this Agreement (including any schedule(s)) or any other agreement between the parties, the Principal (or its liquidator, administrator or receiver as appropriate in the event of the Principal being the affected party) shall be entitled to immediate payment of all sums held by the Agent on its behalf on any of the events specified below occurring:
- 11.3.1 on an order being made or an effective resolution being passed for the administration or the winding up of either party other than for the purpose(s) of reorganisation, reconstruction or amalgamation only without insolvency or on either party entering into a binding legal arrangement to pay its creditors less than the full amount due to them;
 - 11.3.2 on either party becoming bankrupt or insolvent or having a receiving order made against it;
 - 11.3.3 on either party suspending, ceasing or threatening to suspend or cease to carry on its business other than for the purpose(s) of reorganisation, reconstruction or amalgamation only without insolvency or being unable or unwilling without good reason to pay its valid debts as they fall due or on the appointment of any administrative or other receiver;
 - 11.3.4 where the Agent is a member of ABTA or the TTA or holds an ATOL, on the Agent ceasing to be a member of ABTA or the TTA or the CAA revoking or refusing to renew the Agent's ATOL.
- 11.4 Where the Agent fails for whatever reason to make any payment due to the Principal on the due date, the Principal shall be entitled (without prejudice to any of its other rights and remedies) immediately on giving the Agent notice in writing to:
- 11.4.1 charge interest on the outstanding amount(s) at the rate of 4% above the base rate of Barclays Bank from the due date for payment until receipt of the full amount in cleared funds (whether before or after any judgment), and/or
 - 11.4.2 prevent the Agent from selling or offering for sale any more Travel Arrangements (for any period of time) and/or
 - 11.4.3 terminate this Agreement in accordance with clause 14.
- 11.5 The Principal may require the Agent to make payment of monies due to it by any reasonable method as the Principal may from time to time specify (including by way of example and not by way of limitation, direct debit from the Agent's bank account). The Principal is entitled to change the said method on giving the Agent not less than 28 days' notice in writing unless otherwise agreed. The Agent agrees to provide full co-operation to

enable the Principal to effect any chosen method of payment including, by way of example and not by way of limitation, completing and signing any bank forms or other paperwork required by the Principal.

- 11.6 For the avoidance of doubt, any and all charges arising as a result of payment of any amount due to the Principal from the Customer by credit or charge card or by any other method shall be borne exclusively by either the Agent or the Customer as the Agent and the Customer together agree.

12. Commission and/ or Booking Fee

- 12.1 In consideration of the Agent's agency services, the Agent shall be entitled either to commission on all items shown on such invoice except for levies or taxes raised by any government or public authority and any items which the Principal and the Agent have agreed will not be subject to the payment of commission including but not limited to those listed in Schedule 1 or to a booking fee on all confirmed bookings (subject to payment of the full balance of the price) at the rate(s) specified in Schedule 1 or such other rate as is agreed in writing. The Agent will, however, only be entitled to deduct the commission and/ or booking fees due to it from the balance of the price when received from the Customer (not the deposit) unless otherwise agreed with the Principal.

- 12.2 If a booking is cancelled (either by the Customer or by the Principal cancelling following payment default by the Customer), the Agent will be entitled to commission at the above rate and/ or a pro rata amount of the booking fee on the applicable cancellation charges provided the Agent has collected them. Any commission and/ or booking fee(s) paid to the Agent in excess of this amount must immediately be repaid to the Principal and the Agent will have no entitlement to any greater amount.

- 12.3 The Agent is also entitled to commission at the above rate and/ or a pro rata amount of the booking fee on amendment fees collected from Customers for amendments confirmed by the Principal.

- 12.4 The Agent's entitlement to commission and/ or booking fee(s) will lapse (and if already paid must be repaid) in the event of the Principal having to cancel any confirmed Travel Arrangements or any Customer cancelling a confirmed Travel Arrangements due to the Principal making a significant change (as defined in the Principal's applicable booking conditions), in either case as a result of unusual and unforeseeable circumstances beyond the Principal's control, the consequences of which could not have been avoided even with all due care or the Principal cancelling any confirmed Travel Arrangements due to lack of minimum numbers in accordance with its applicable booking conditions or the Principal cancelling any confirmed Travel Arrangements due to any Customer(s) being prevented from or, in the opinion of the Principal, being unable to take or fully participate in the Travel Arrangements as a result of their physical condition.

13. VAT

- 13.1 The Agent must inform the Principal immediately of any changes that occur in the Agent's VAT registration number or liability to register or de-register for VAT. The Agent is entitled, where applicable, to add VAT to its commission and/ or booking fees provided a proper VAT invoice is delivered to the Principal or such other procedure as may be agreed with the Principal is complied with.

14. Termination

- 14.1 This Agreement will continue in force indefinitely, but may be terminated:

- 14.1.1 By either party, subject to clause 14.1.2 if the other party is in serious or persistent breach of its obligations under this Agreement and fails to remedy such breach within fourteen (14) (or such longer time as may be agreed) days of the non-breaching party being notified of the breach; or
- 14.1.2 immediately on the Principal giving the Agent notice in writing in the event of the Agent committing any material irremediable breach(es) of this Agreement or any breach(es) which in the reasonable opinion of the Principal actually or potentially significantly prejudices the Principal's position in any respect or committing any further breach(es) of this Agreement of the same or similar nature to any previous breach(es) of which the Principal has previously notified the Agent; or
- 14.1.3 by either party giving the other at least 28 days written notice of termination; or
- 14.1.4 immediately by either party giving written notice to the other on the happening of any of the events set out in clause 11.3; or
- 14.1.5 immediately on the Principal giving the Agent notice in writing in the event of the actual or threatened cessation, termination or withdrawal of the Agent's membership of ABTA or the revocation or refusal by the CAA to renew any ATOL held by the Agent.

15. Consequences of Termination

- 15.1 In the event of termination, the Agent will immediately hand over to the Principal the conduct of existing bookings taken by it on behalf of the Principal together with the name, address and contact details of all Lead Customers, all relevant booking and other forms, correspondence, files, memoranda, brochures and other publicity material. The Agent will immediately give written notice to its customers and pay any monies held by it on the Principal's behalf to the Principal. However, where termination is effected by either party under clause 14.1.3, the Agent may continue to handle bookings taken by it on behalf of the Principal prior to the effective date of termination until the conclusion of those Travel Arrangements.

- 15.2 Termination of this Agreement will not affect the rights of either party in existence prior to the effective date of

termination with the exception of the amount of commission and/ or booking fee(s) payable to the Agent in respect of Bookings handed over to the Principal. The full amount of commission and/ or booking fee(s) shall not be payable in respect of such Bookings and shall be subject to negotiation.

- 15.3 The termination of this Agreement on whatever basis and for whatever reason shall not affect clauses 10 (Indemnity), 11 (Payments received by the Agent), 16 (Data Protection) and 22 (Confidentiality) which shall continue in full force and effect.

16. Data Protection

- 16.1 In this clause, the following words have the following meanings:

- (1) **Agreed Purposes:**
 - (a) For the Agent to be able to make and process the Customer's booking;
 - (b) For the Principal to fulfil its contract with the Customer in providing the Customer with their booked Travel Arrangements;
 - (c) For each party to comply with its respective obligations to the Customer;
 - (d) For each party to fulfil its legal obligations to the other under this Agreement;
 - (e) All associated administrative, marketing, accounting and legal requirements.
- (2) **Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures:** as set out in the Data Protection Legislation in force at the time.
- (3) **Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.
- (4) **Permitted Recipients:** The parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with this agreement (including suppliers of travel arrangements, some of whom may be located outside the EEA).
- (5) **Shared Personal Data:** the personal data to be shared between the parties under clause 18.2 of this agreement. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:
 - (a) Customers:
 - Name, address, email address, telephone number and any other contact details;
 - Dietary requirements (which may disclose religious beliefs);
 - Health/medical/mobility requirements;
 - Passport details.

- 16.2 **Shared Personal Data.** This clause sets out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (the Data Discloser) will regularly disclose to the other party (the Data Recipient) Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

- 16.3 **Effect of non-compliance with Data Protection Legislation.** Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

- 16.4 **Particular obligations relating to data sharing.** Each party shall:

- 16.4.1 ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
- 16.4.2 give full information to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- 16.4.3 process the Shared Personal Data only for the Agreed Purposes;
- 16.4.4 not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- 16.4.5 ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;
- 16.4.6 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- 16.4.7 not transfer any personal data received from the Data Discloser outside the UK unless the transferor ensures that:
 - (a) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or
 - (b) and the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or
 - (c) the transfer is to a country approved under the applicable Data Protection Legislation as providing

- adequate protection; or
- (d) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.

- 16.5 **Mutual assistance.** Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:
- 16.5.1 consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
 - 16.5.2 promptly inform the other party about the receipt of any data subject access request;
 - 16.5.3 provide the other party with reasonable assistance in complying with any data subject access request;
 - 16.5.4 not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
 - 16.5.5 assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 16.5.6 notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
 - 16.5.7 at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the personal data;
 - 16.5.8 use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
 - 16.5.9 maintain complete and accurate records and information to demonstrate its compliance with this clause 18 and allow for audits by the other party or the other party's designated auditor; and
 - 16.5.10 provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

17. Rights of Third Parties

- 17.1 No terms of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

18. Variation

- 18.1 Except where otherwise agreed, the Principal will be entitled to add to and/or amend this Agreement by giving the Agent not less than 28 days' notice in writing. The notified addition(s) and/or amendment(s) will automatically take effect on the first occasion after 28 days on which the Agent seeks to confirm a booking with the Principal.
- 18.2 In accordance with ATOL Agency Term 10, where the CAA updates or amends the ATOL Agency Terms, the Principal shall be permitted to update Schedule 2 accordingly.

19. Notices

- 19.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:
- 19.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - 19.1.2 sent by email to the address specified in the Contract Details.
- 19.2 Any notice shall be deemed to have been received:
- 19.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
 - 19.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
 - 19.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

20. Inconsistency

- 20.1 In the event of any inconsistency between the terms of this Agreement and any legislation, regulations, rules, codes of practice or other requirements by which the Principal and/or Agent is bound in the conduct of its business, the latter will apply to the extent of the inconsistency and the terms of this Agreement will be construed accordingly.

21. Assignment

- 21.1 The Agent may not assign any or all of its rights or obligations under this Agreement without the prior written consent of the Principal.
- 21.2 The Principal may at any time assign any or all of its rights and obligations under this Agreement.

22. Confidentiality

- 22.1 Save for the fact that the Agent is the appointed agent of the Principal for the purposes set out in this Agreement, neither party shall disclose or permit the disclosure of the terms of this Agreement to any third party without the written consent of the other unless required to do so by law or for the purposes of meeting the requirements of any regulatory body or for accountancy or tax purposes or for the purposes of seeking legal advice.

- 22.2 Each party undertakes to the other that during the duration of this Agreement and thereafter it shall keep secret and shall not without the prior written consent of the other party disclose to any third party (except to its legal and professional advisors) any Confidential Information learned by the recipient party or disclosed to the recipient party by such other party pursuant to or otherwise in connection with this Agreement.
- 22.3 The obligations of confidentiality in this clause 22 shall not extend to any information or matter which either party can show:
- 22.3.1 is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under this Agreement;
 - 22.3.2 was in its written records prior to the Commencement Date;
 - 22.3.3 was independently disclosed to it by a third party entitled to disclose the same; or
 - 22.3.4 is required to be disclosed under any applicable law or any regulatory authority, or by order of a court or governmental body or other authority of competent jurisdiction.
- 22.4 Without prejudice to any other rights or remedies of the disclosing party, the recipient party acknowledges and agrees that damages may not be an adequate remedy for any breach by it of the provisions of the Agreement and that the disclosing party may be entitled to seek the remedies of injunction, specific performance and other equitable relief from a court of competent jurisdiction for any threatened or actual breach of any such provision by the recipient party, and no proof of special damages shall be necessary for the enforcement of the rights under the Agreement.
- 23. Waiver**
- 23.1 No waiver of any breach will be a waiver of any subsequent breach of this Agreement. Any failure to enforce or agreement not to enforce any rights under this Agreement will not affect the rights of the party not at fault on any later occasion.
- 24. Ethics and Reputation**
- 24.1 The Agent shall not act or make any omission or otherwise do anything which in the Principal's reasonable opinion:
- 24.1.1 causes (or is likely to cause) damage to and/prejudice the Principal's good name and/or reputation; and/or
 - 24.1.2 adversely affects (or is likely to adversely affect) the Principal's ATOL licence, ABTA membership or any other such licence which the Principal may hold and/or its ability to obtain and/or retain the same.
- 24.2 The Agent shall comply (and shall procure that its employees, agents, subcontractors and suppliers comply) with all applicable laws, rules and regulations and codes of practice, including but not limited to the Modern Slavery Act 2015 and the Bribery Act 2010.
- 25. Applicable Law and Jurisdiction**
- 25.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the law of England and Wales.
- 25.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation, except where proceedings are brought against the Principal in any other jurisdiction in relation to any Travel Arrangements sold by the Agent. In this case the Principal is entitled to make the Agent a party to those proceedings where appropriate.

Schedule 1: Commercial Terms

Commission Arrangements

Commission Rate: 10%

Booking Fee Arrangements

Booking Fee/Deposit: £200/€200 per person per confirm booking

PAYMENT

WE ONLY ACCEPT PAYMENT BY BANK TRANSFER AND THE PRINCIPAL BANK DETAILS WILL BE DISPLAYED ON YOUR CONFIRMATION INVOICE.

For identification purposes you are required to please quote your booking reference number(s) when making payments.

Currency: £GBP for UK departures/€Euro for EIRE departures.

Schedule 2: Schedule of ATOL Agency Terms

AGREEMENT BETWEEN _____ AND CANTERBURY TRAVEL (LONDON LTD.) ATOL NUMBER 0739
APPOINTING _____ AS CANTERBURY TRAVEL (LONDON LTD)'S AGENT PURSUANT TO
ATOL REGULATIONS 12 AND 22 ON ____/____/____.

Definitions

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

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, 9 and 13 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

2.1 Agents must comply with ATOL Standard Term 1 as if they applied directly to the agent (as applicable) 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.

For the avoidance of doubt, agents are not permitted to use the ATOL logo without the permission of the CAA.

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 which the agent is holding out it can make available to consumers.

2.3 Where 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

6.1 Where an agent makes available flight accommodation as the agent of a principal ATOL holder, the agent must ensure an ATOL Certificate is supplied to the consumer immediately and in accordance with ATOL Regulation 17, regardless of whether the ATOL Certificate is produced by the principal ATOL holder or produced by the agent on behalf of the principal ATOL holder.

However, if an agent organises a package which includes that flight accommodation, the agent must immediately supply a package ATOL Certificate to the consumer in the agent's own name.

6.2 Where an agent makes available a package as agent of a principal ATOL holder, the agent must additionally obtain a Confirmation (see AST 1.11) from the ATOL holder and, once obtained, pass it immediately to the consumer by the method set out below.

Where an agent receives any revised Confirmation from the principal ATOL holder, it will immediately pass it to the consumer by the method set out below.

Note: The method for the supply of a Confirmation means:

- a) in the case of a consumer who is present at the time the agent receives the Confirmation, immediately handing it to that consumer or sending it to that consumer by electronic communication;
- b) in the case of a consumer who is not present at the time the agent receives the Confirmation, immediately sending it to that consumer by electronic communication or by post.

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

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 and must be included in the terms of the agency agreement between the principal ATOL holder and the agent within 3 calendar months of the publication date.

Note: a written agency agreement will be deemed to be compliant with ATOL Regulation 22(2)(c) provided that it contains all relevant parts of the schedule of agency terms published by the CAA in its Official Record Series 3 within 3 calendar months of the publication date.

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.

Agency Term 13

If requested by the CAA the agent will provide any information regarding the principal ATOL holder referred to in AST 4 which it holds to the CAA on demand.

Schedule 3: PTR Information Requirements for Packages

The information required by clause 6.5

(a) Information on the Package:

Before a contract for a Package is concluded, provide the following information, where applicable to the Package.

1. The main characteristics of the travel services specified in paragraphs 2 to 10.
2. The travel destination, the itinerary and periods of stay, with dates and, where accommodation is included, the number of nights included.
3. The means, characteristics and categories of transport, the points, dates and time of departure and return, the duration and places of intermediate stops and transport connections.

4. Where the exact time of departure and return is not yet determined, the organiser and, where applicable, the retailer, must inform the traveller of the approximate time of departure and return.
5. The location, main features and, where applicable, tourist category of the accommodation under the rules of the country of destination.
6. The meals which are included in the package.
7. The visits, excursions or other services included in the total price agreed for the package.
8. Where it is not apparent from the context, whether any of the travel services are to be provided to the traveller as part of a group and, if so, where possible, the approximate size of the group.
9. Where the traveller's benefit from other tourist services depends on effective oral communication, the language in which those services are to be carried out.
10. Whether the trip or holiday is generally suitable for persons with reduced mobility and, upon the traveller's request, the precise information on the suitability of the trip or holiday taking into account the traveller's needs.
11. The trading name and geographical address of the organiser and, where applicable, of the retailer, as well as their telephone number and, where applicable, e-mail address.
12. The total price of the package inclusive of taxes and, where applicable, of all additional fees, charges and other costs or, where those costs cannot reasonably be calculated in advance of the conclusion of the contract, an indication of the type of additional costs which the traveller may still have to bear.
13. The arrangements for payment, including any amount or percentage of the price which is to be paid as a down payment and the timetable for payment of the balance, or financial guarantees to be paid or provided by the traveller.
14. The minimum number of persons required for the package to take place and the time-limit, referred to in regulation 13(2)(a), before the start of the package for the possible termination of the contract if that number is not reached.
15. General information on passport and visa requirements, including approximate periods for obtaining visas and information on health formalities, of the country of destination.
16. Information that the traveller may terminate the contract at any time before the start of the package in return for payment of an appropriate termination fee, or, where applicable, the standardised termination fees requested by the organiser, in accordance with regulation 12(1) to (6).
17. Information on optional or compulsory insurance to cover the cost of termination of the contract by the traveller or the cost of assistance, including repatriation, in the event of accident, illness or death.

(b) Information on the key rights of Packages:

Before a contract for a Package is concluded, provide the following information:

Note: where the use of hyperlinks is possible, parts 2 and 3 can be provided by hyperlink.

PART 1 General

The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018.

Therefore you will benefit from all EU rights applying to the packages. Company XY/ companies XY will be fully responsible for the proper performance of the package as a whole.

Additionally, as required by law, company XY/ companies XY has/have protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes/they become insolvent.

PART 2 Key rights under the Package Travel and Linked Travel Arrangements Regulations 2018

- Travellers will receive all essential information about the package before concluding the package travel contract.
- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs rise (for instance fuel prices), and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, has changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable

alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.

- Travellers are also entitled to a price reduction or compensation for damages or both where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.
- If the organiser or the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company). Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if services are denied because of XY's insolvency.

PART 3 The Package Travel and Linked Travel Arrangements Regulations 2018

The Agent must direct the Customer to where they can find a copy of The Package Travel and Linked Travel Arrangements Regulations 2018, (which can be found here: <https://www.legislation.gov.uk/ukxi/2018/634/contents/made>).

(c) The Package Contract:

The Agent must ensure that the package travel contract sets out the full content of the package and includes the information set out below.

When the package travel contract is concluded, or without undue delay after its conclusion, the Agent must provide the Lead Name with a copy or confirmation of the contract on a durable medium.

Where the contract is concluded in the simultaneous physical presence of the parties, the Agent must provide to the Lead Name a paper copy of the package travel contract if the traveller so requests.

Where an off-premises contract is concluded, the Agent must provide a copy or confirmation of that contract to the Lead Name on paper or, if the Lead Name agrees, on another durable medium.

The information:

All the information set out in (a) of this Schedule 2 and:

1. Any special requirements of the traveller which the organiser has accepted.
2. Information that the organiser is—
 - (a) responsible for the proper performance of all travel services included in the contract in accordance with regulation 15;
 - (b) obliged to provide assistance if the traveller is in difficulty in accordance with regulation 18.
3. The name of the entity in charge of the insolvency protection and its contact details, including its geographical address, and, where applicable, the name of the competent authority designated by the member State concerned for that purpose and its contact details.
4. The name, address, telephone number, e-mail address and, where applicable, the fax number of the organiser's local representative, of a contact point or of another service which enables the traveller to contact the organiser quickly and communicate with the organiser efficiently, to request assistance when the traveller is in difficulty or to complain about any lack of conformity perceived during the performance of the package.
5. Information that the traveller is required to communicate any lack of conformity which the traveller perceives during the performance of the package in accordance with regulation 15(3).
6. Where minors who are unaccompanied by a parent or another authorised person travel on the basis of a package travel contract which includes accommodation, information enabling direct contact by a parent or another authorised person with the minor or the person responsible for the minor at the minor's place of stay.
7. Information on available in-house complaint handling procedures and on alternative dispute resolution pursuant to [Directive 2013/11/EU](#) of the European Parliament and of the Council of 21 May 2013 on alternative dispute resolution for consumer disputes and amending Regulation [\(EC\) No 2006/2004](#) and [Directive 2009/22/EC](#) (Directive on consumer ADR) and, where applicable, on the alternative dispute resolution entity by which the trader is covered and on the online dispute resolution platform pursuant to Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation [\(EC\) No 2006/2004](#) and [Directive 2009/22/EC](#) (Regulation on consumer ODR).
8. Information on the traveller's right to transfer the contract to another traveller in accordance with regulation 9.