

**Airborne Representation Limited also trading as Teleticket
Agency Agreement**

This Agreement is dated the date Teleticket accepts the Agent's Registration Form, as confirmed in the Letter of Appointment, or on the date of issue of the Letter of Appointment by Teleticket to the Agent. The Agent is deemed to have accepted the terms and conditions of this Agreement upon their making a submission to register as an agent with Teleticket using the Registration Form, or upon the date of the Letter of Appointment, whichever is the earlier.

BETWEEN:

- 1) Airborne Representation Limited t/a Teleticket (a company registered in England and Wales under number 05991705) whose registered office is The Beehive, Beehive Ring Road, Gatwick, West Sussex RH6 0PA ("Teleticket"); and
- 2) The Agent detailed in the Registration Form attached to this Agreement ("the Agent").

DEFINITIONS AND INTERPRETATION

In this Agreement the following words shall have the following meanings:-

- (i) "ABTA" means Association of British Travel Agents.
- (ii) "Agent" means the agent specified in the Registration Form and the Letter of Appointment, or any assignee permitted by Teleticket in accordance with this Agreement.
- (iii) "ATOL" means Air Travel Organiser's Licence, issued by the Civil Aviation Authority.
- (iv) "ATOL Certificate" means a document that complies with the requirements specified in Regulation 19 of the ATOL Regulations, as issued from 1 October 2012 in accordance with the terms of this Agreement.
- (v) "ATOL Regulations" means the Civil Aviation (Air Travel Organisers Licence) Regulations 2012.
- (vi) "Booking Terms and Conditions" means Teleticket's standard booking terms and conditions for the sale of the Services, from time to time in force and as notified to the Agent in writing from time to time.
- (vii) "Commencement Date" means the date of the Letter of Appointment.
- (viii) "Confirmation Invoice" means the invoice issued by Teleticket confirming a Customer's booking with Teleticket and monies payable to Teleticket for a confirmed booking by a Customer.
- (ix) "Customers" are persons who wish to book a Service.
- (x) "Due Date" is the day on which any Customer is liable to make full payment of the agreed price for a booking and shall be no later than 10 weeks before departure unless the booking is made within 8 weeks of departure when the Due Date shall be the day on which that booking is confirmed.
- (xi) "Flight+" means a flight plus arrangement, as defined in the ATOL Regulations.
- (xii) "Lead Customer" means the customer who is listed first on the booking details submitted to Teleticket for provision of the Service.
- (xiii) "Letter of Appointment" means the letter of appointment signed by Teleticket appointing the Agent as an agent of Teleticket on the terms of this Agreement.
- (xiv) "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.
- (xv) "Package" means a package holiday as defined in the Package Travel, Package Holidays and Package Tour Regulations 1992.
- (xvi) "Registration Form" means the registration form on the Teleticket website, to be completed and submitted by the Agent to Teleticket to become an appointed agent of Teleticket in accordance with the terms of this Agreement.
- (xvii) "Service" means flights/aircraft seats sales or other products and/or services of Teleticket offered for sale by Teleticket from time to time.
- (xviii) "TTA" means the Travel Trust Association.

GENERAL CONDITIONS

- 1) **APPOINTMENT OF THE AGENT**
 - (i) The Agent warrants that all information provided in the Registration Form or to Teleticket is accurate and not misleading.
 - (ii) Once the Agent has completed and submitted its Registration Form to Teleticket on the Teleticket website or provided information to Teleticket in order to register as an agent with

Teleticket, Teleticket shall review the contents of the submitted information / Registration Form in order to assess whether to appoint the Agent as an approved agent under the terms of the Agreement. If Teleticket decides (in its absolute discretion) to appoint the Agent, then the terms of the Agreement shall apply to all dealings between the Agent and Teleticket for the Term of this Agreement.

- (iii) Teleticket may (in its absolute discretion) require the Agent to take out an approved bank guarantee and/or performance bond as security for Teleticket as a result of non-payment of bookings taken by the Agent for Teleticket and for which a Confirmation Invoice has been raised by the Agent in accordance with this Agreement, due to failure of an Agent or for bookings taken by the Agent for Teleticket which remain unpaid 30 days after the Due Date, such bank guarantee / performance bond to remain in full force and effect for either the term of this Agreement, or for as long as any and all outstanding bookings taken by the Agent on behalf of Teleticket are paid to Teleticket in full. If at any time during the term of this Agreement Teleticket requests the Agent to change the value of the bank guarantee / performance bond in order to provide any necessary additional security to Teleticket in connection with bookings taken by the Agent on Teleticket's behalf, then the Agent shall use its best endeavours to obtain such additional security for the bank guarantee / performance bond to extend to the limit of the requested additional security by Teleticket. Once such a bank guarantee / performance bond has been entered into, Teleticket shall be entitled to call upon the security under the bank guarantee / performance bond in the instances set out in the Clause 1)(iii), under the terms of the bank guarantee / performance bond, in regard to the Agent's failure to comply with its obligations under this Agreement.
- (iv) Teleticket acts as a contract principal for the supplier of Services under this Agreement. Subject to Teleticket approving the submission of the Agent's Registration Form / information at Clause 1)ii) above, Teleticket appoints the Agent to be its non-exclusive agent within the United Kingdom to sell the Services to Customers on Teleticket's standard Booking Terms and Conditions and to advise each Customer/Lead Customer regarding the payment obligations for the Services and the suitability of the Services as necessary, and the Agent accepts such an appointment, in accordance with the terms of this Agreement.
- (v) This Agreement (including the Schedule(s) attached to it) constitutes the entire agreement between the parties and supersedes and replaces any existing agreement or arrangements between Teleticket and the Agent with effect from the Commencement Date, except in respect of bookings for the Services already confirmed by Teleticket prior to the Commencement Date, in which case any prior arrangement or agreement should apply to the booking. See also Agency Term 1 and 11 in the Schedule.
- (vi) This Agreement can be varied by the parties in writing. Any variations to this Agreement shall be recorded in writing and incorporated into this Agreement, either with a revised Letter of Appointment or in a written variation agreement signed by both parties, variations to effect from any revised Commencement Date noted in the amending Letter of Appointment or other variation agreement.

2) **ATOL SCHEDULE OF AGENCY TERMS**

- (i) In accordance with Regulation 22 of the ATOL Regulations, the terms set out the Schedule to this Agreement 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.

3) **FINANCIAL PROTECTION**

- (i) Teleticket confirms that the arrangements for the protection of consumers' monies with respect to Teleticket's products sold under this Agreement are, for the Licensable Products, under its ATOL licence, number 9412.
- (ii) If the Agent makes available Flight+ arrangements (as defined under the ATOL Regulations), then the Agent must make that Flight+ arrangements available to Customers under its own ATOL licence and in accordance with the ATOL Regulations.

4) **PAYMENT**

- (i) Until confirmation of a booking from Teleticket is sent to the Customer by issue of the Confirmation Invoice, all moneys paid by a Customer to the Agent are held by the Agent on trust for the Customer.

- (ii) Moneys paid by a Customer to the Agent for the Services upon the issue of the Confirmation Invoice shall belong absolutely and beneficially to Teleticket and shall not be applied for any purpose by the Agent except in payment to Teleticket for the Services as per the Confirmation Invoice.

5) **COLLECTIONS**

- (i) The Agent shall be responsible for collections of monies from Customers due to Teleticket under the Booking Terms and Conditions. Full payment for the Services sold to Customers by the Agent on Teleticket's behalf shall be taken at the time of booking in accordance with Clause 8(vii) and the terms of this Agreement, unless Teleticket has agreed to any terms of credit with the Agent for value of bookings allowed prior to payment being received by Teleticket, as detailed in the Letter Appointment (if applicable). The monies to be collected by the Agent shall be detailed on all invoices raised by Teleticket for the Services. All and any amendment and cancellation charges or other moneys accruing in accordance with Teleticket's Booking Terms and Conditions shall be detailed in invoices raised by Teleticket to be passed to the Customer by the Agent. The Agent acknowledges, and shall inform the Customer that, no vouchers, coupons or tickets shall be released by Teleticket until all moneys outstanding to Teleticket in accordance with the Booking Terms and Conditions have been received by Teleticket in cleared funds.

- (ii) Where bookings are made by Customers within 10 weeks of the proposed departure date of the Customer, the Agent must ensure the Customer's payment is in cash or by valid credit card or other cleared funds and not by cheque. If the payment is to be made by the Customer by credit card, the Agent must pass the credit card details directly to Teleticket for Teleticket to process and not clear them via their own merchant facilities.

- (iii) If the Agent has been unable to collect any monies due to Teleticket by the Due Date, the Agent must at that time send the Lead Customer a first class recorded delivery letter demanding settlement of the balance within 7 days of the date of the letter. In the event that payment is not received within that time, the Agent shall notify Teleticket of the fact before the 56th day before departure, first by telephone and secondly in writing to Teleticket's Credit Control Department and provide evidence that the appropriate letter was sent. Teleticket shall then decide whether or not to exercise its own right to cancel the booking with the Customer in accordance with the Booking Terms and Conditions.

- (iv) At the time of booking the Agent shall immediately pay to Teleticket any moneys then held or subsequently received by the Agent from Customers in respect of such booking and forward such sums to Teleticket, subject to any credit terms that may be agreed between the Agent and Teleticket as detailed in the Letter of Appointment. Such payments shall be sent to Teleticket by the Agent by telegraphic transfer of the bank account nominated by Teleticket and notified to the Agent by Teleticket in writing from time to time during the Term, or by the Agent's credit card facility if required.

6) **LIABILITY**

- (i) If the Agent shall fail to collect from Customers and pay to Teleticket moneys due to Teleticket under the Booking Terms and Conditions, it shall be personally liable to compensate Teleticket for:-

- (a) monies due to Teleticket where Teleticket has issued a Confirmation Invoice for a confirmed booking;
- (b) administration charges made in accordance with the Booking Terms and Conditions;
- (c) the appropriate cancellation charge (as detailed in the Booking Terms and Conditions) where Teleticket exercises its right to cancel for non payment of the price for the Services by the Due Date, or the Agent is unable to provide evidence that it dispatched a first class recorded delivery letter to the Lead Customer in accordance with Clause 3 (iii) and that Teleticket were informed that such letter had failed to produce payment in full.

- (ii) The Agent shall be personally liable to Teleticket for monies which it has failed to collect in accordance with this Agreement and shall be liable for damages it may cause in respect of the non-performance of its duties and failure to comply with the terms of this Agreement and shall fully and effectively indemnify Teleticket and/or its respective officers, employees and/or representatives in respect of any and all losses, damages, claims, liabilities and costs (including legal costs) attributable to acts or omissions committed by the Agent in breach of

any warranty given by the Agent under this Agreement or arising from or in connection with this Agreement.

- (iii) Neither the Agent or Teleticket excludes or limits any liability for personal injury (including sickness and death), to the extent that such injury results from the negligence or wilful default of itself, its servants, agents or subcontractors, or for fraud or fraudulent misrepresentation.

7) **COMMISSION**

- (i) The Agent shall become entitled to commission on each booking made and completed by it, calculated in accordance with the rates set out in the Letter of Appointment, but shall not be entitled to commission on levies or taxes raised by any government or public authority, or on any bookings made for Super Value fares (as described on Teleticket's website and in the Booking Terms and Conditions). Any commission payments due to the Agent under this Agreement shall become valid immediately upon payment by the Agent to Teleticket of the Confirmation Invoice of the cost of the Services.

- (ii) If a Customer cancels his booking, the Agent will be entitled to commission on forfeited deposits or cancellation charges payable by a Customer provided the Agent has collected them, but shall not be entitled to commission on any payments refunded to a Customer in connection with Services cancelled by the Customer with Teleticket in accordance with Clause 5 (iv).

- (iii) The Agent is also entitled to commission on amendment charges where such charges are collected by it from the Customer for approved amendments made at least 56 days before the relevant departure date.

- (iv) If a booking is cancelled by the Customer or by Teleticket in circumstances where a full refund is payable to the Customer, the Agent shall not be entitled to any commission and shall refund all moneys collected from the Customer to the Customer immediately on receiving notice of cancellation from Teleticket and any refund payments to be made to the Customer.

- (v) The Agent will not be entitled to commission on bookings made through the affiliate links on the Teleticket website, as Teleticket do not act as the principal.

- (vi) Valid commission payments shall be made to the Agent by Teleticket by deducting the agreed commission sum from the amount payable to Teleticket that has been collected by the Agent on behalf of Teleticket in respect of payment for the Services and forwarding the remaining balance to Teleticket in accordance with this Agreement.

- (vii) Without prejudice to any other rights it may have, Teleticket shall be entitled to set off any liability of the Agent to Teleticket against any liability of Teleticket to the Agent under this Agreement.

8) **VAT**

- (i) The Agent shall inform Teleticket immediately of any changes that occurs in the Agent's Value Added Tax registration number or liability to register or de-register for Value Added Tax. Failure to notify any such changes could result in fines or penalties being levied by Her Majesty's Customs and Excise for which the Agent accepts sole responsibility and for which the Agent will indemnify Teleticket.

- (ii) Teleticket will provide the Agent with a VAT invoice for all commission paid to the Agent by Teleticket.

9) **INFORMATION TECHNOLOGY AND INTELLECTUAL PROPERTY RIGHTS**

- (i) Once an Agent becomes an approved agent under the terms of this Agreement and Teleticket issues its Letter of Appointment to the Agent, the Agent shall be authorised to have access to Teleticket's computerised reservation service or any other Teleticket approved system as detailed in the Letter of Appointment in order to enable the Agent to offer its Customers an instant enquiry and booking service to make bookings for the Services.

- (ii) Teleticket shall issue to the Agent a password in order for the Agent to log in to Teleticket's computerised reservation service or other Teleticket approved system so that the Agent can make bookings for the Services in accordance with Clause 7 (i). The Agent hereby agrees to keep the password and log in details provided to the Agent by Teleticket secure and not to disclose the password and log in details to any other third party. The Agent shall ensure that only those personnel authorised to make bookings on behalf of Teleticket shall have access

to the password and log in details and that those authorised personnel are under obligations to keep the password and log in details secure and confidential. The Agent hereby agrees to indemnify Teleticket in respect of any losses, claims or damages Teleticket may suffer in respect of a breach of this obligation by the Agent.

- (iii) The Agent will:-
- (a) at its own expense install a suitable computer terminal incorporating a visual display unit and alpha numeric keyboard and the facility to print on paper (but for the Agent's exclusive use only) a copy of any information displayed on the screen and connect the same to the Teleticket automated electronic booking system via a dial up telephone line or a Teleticket approved network connection;
 - (b) supply sufficiently trained and authorised employees to operate the Teleticket automated electronic booking system in proper consultation with Teleticket;
 - (c) treat all information obtained concerning the Teleticket booking system and/or business of Teleticket received in respect of the use of, or training in the use of, the Teleticket automated electronic booking system as strictly confidential and subject to copyright and any other intellectual property rights contained therein;
 - (d) ensure the confidentiality of passwords in accordance with Clause 7 (ii) and notify Teleticket when the Agent may require a change of the same, for example, upon any individuals authorised to access the Teleticket system who were employed with the Agent who leave the Agent's employment;
 - (e) ensure that only confirmed bookings of genuine Customers are processed on the Teleticket automated electronic booking system and prospective Customers are given a complete and accurate interpretation of the information available on the automated electronic booking system;
 - (f) inform Teleticket immediately by telephone and confirm in writing any matters coming to the Agent's attention which indicate a suspected problem (including incorrect pricing) with or misuse of the Teleticket automated electronic booking system by any person; and
 - (g) indemnify and hold Teleticket harmless against any claims, costs, liability and expenses arising from any misuse by the Agent, its employees or persons under its control of the Teleticket automated electronic booking system or any misuse of Teleticket's name, trade marks or ATOL number in accordance with the terms of this Agreement.
- (iv) Teleticket reserves the right to suspend or permanently terminate the Agent's access to part or all of its online and/or electronic booking system(s) at any time during the Term of the Agreement by serving notice in writing to the Agent.

10) **DUTIES OF AGENT**

The Agent shall:-

- (i) Promote and use reasonable endeavours to increase sales of the Services and to sell the Services at the prices advertised in Teleticket's brochures and/or website, promotional material or as advertised or advised in writing or via any electronic automated booking system (the latest price advised being applicable).
- (ii) Display prominently the brochures and/or advertising material supplied to it by Teleticket and recommend the products at least as actively as the products of other tour operators. The Agent shall not alter, deface or change any details displayed in the brochures, on the website and/or advertising material supplied by Teleticket.
- (iii) Inform Customers immediately of any corrections or alterations advised by Teleticket in any manner to the Agent relating to any proposed booking or to any confirmed booking.
- (iv) Ensure that bookings are only taken using appropriate systems as advised by Teleticket and in accordance with current booking procedures (including the separate and distinct procedures relating to group or "special" bookings) notified by Teleticket to the Agent from time to time during the Term of this Agreement and prior to taking any booking that the Booking Terms and Conditions specified in the relevant Teleticket brochure are drawn to

each Customer's attention and that each Customer is supplied with a copy prior to making a booking with the Agent.

- (v) Obtain a signature from a Lead Customer on any appropriate booking materials notified to the Agent by Teleticket from time to time during the Term of this Agreement, who must be at least 18 years of age and check that he or she is aware of the legal effect of signing on behalf of himself and all others named in their group or party.
- (vi) Verify that any infant included in a booking will be under 2 years of age on the date of return travel.
- (vii) Collect from the Lead Customer payment in full for the booking and any appropriate cancellation or amendment charges and all other moneys payable in respect of all individuals named in a booking in accordance with the Booking Terms and Conditions and to forward those monies as shown on Teleticket's Confirmation Invoice (or any subsequent request for payment issued by Teleticket) to Teleticket by their Due Date.
- (viii) Notify all bookings whether provisional or confirmed for the Services of Teleticket by telephone, Teleticket's website, or another electronic reservations system linked to Teleticket, to the relevant reservations department of Teleticket or by using the Teleticket electronic booking system. When the Agent notifies Teleticket that a booking is ready to be confirmed, it warrants to Teleticket that it has properly completed the booking process and has collected full payment.
- (ix) Inform Teleticket immediately if any Customer cheque payable to the Agent is not met on presentation.
- (x) Forward all details taken about a booking by a Customer to Teleticket to give Teleticket sufficient information to enable it to issue an ATOL receipt (and as from 1 October 2012, an ATOL Certificate) upon a booking being made by a Customer and monies being paid by a Customer and travel documents and other papers concerning the relevant Services to the appropriate Lead Customer. If an Agent has been given terms of credit with Teleticket (as set out in the Letter of Appointment) and has therefore not made payment directly to Teleticket at the time of booking, then the Agent must forward payments taken from a Customer in respect of bookings made immediately to Teleticket on receipt of payment from a Customer for the Services, or in any event no later than 24 hours of receiving payment from a Customer for the Services.
- (xi) The Agent must also ensure that it states clearly to Customers that it acts as an agent for Teleticket, providing details of Teleticket and its ATOL licence (as appropriate), on all dedicated publicity material and relevant documents, including the ATOL Certificate issued to the Customer as from 1 October 2012. See also Agency Terms 2.1 and 2.2 in the Schedule. The Agent agrees that, in relation to ATOL Certificates, the Agent shall:
 - 1. Undertake not to accept payment for the making available of flight accommodation without supplying to the Customer an ATOL Certificate on behalf of Teleticket.
 - 2. Supply the ATOL Certificate within the required timescale:
 - (a) in the case of a person who is present, providing it to that person at the time payment is made;
 - (b) in the case of a person who is not present, immediately sending it to that person by email or some equivalent electronic means;
 - (c) 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.
 - 3. Notify Teleticket and give sufficient information to enable it to issue an ATOL Certificate, and provide it to the Customer in accordance with sub-paragraph (xi)(2) above.
 - 4. Forward to the Customer immediately any amended ATOL Certificate as directed by Teleticket.
- (xii) The Agent shall check all details on the confirmation issued by Teleticket and advise Teleticket of any discrepancy with the booking details taken by the Agent within 24 hours of

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

receipt of the confirmation of a booking by Teleticket. The Agent shall also ensure that the receipt forwarded to the Customer contains the following information:-

1. Teleticket's correct name and ATOL number, together with a statement that the Agent acts as an agent for Teleticket;
2. Teleticket's booking reference;
3. a statement that any monies paid to the Agent are held at all times by the Agent on behalf of Teleticket;
4. the name of each person travelling, the date, the origin and destination or each flight booked; and
5. an amount of payment accepted by the Agent from the Customer and the total amount payable under the booking.

(xii) Comply with all ABTA and TTA rules concerning the conduct of the Agent's business and with the terms of this Agreement and Teleticket policy as notified to the Agent from time to time.

(xiii) Retain all signed booking details for a period of not less than 7 (seven) years after the return date of travel unless otherwise instructed to do so by Teleticket. Provide Teleticket with signed booking details at any time on demand. In the event of the Agent not being able to provide a signed copy of the booking details, the Agent shall indemnify Teleticket against any charges/costs that may result from a Customer complaint arising in respect of this.

(xiii) The Agent must at all times act in accordance with the ABTA Code of Conduct and/or any relevant codes, rules and/or regulations issued by any authoritative body that the Agent belongs to or is a member of, as well as complying with the terms of this Agreement all applicable laws and regulations (including, but not limited to, the ATOL Regulations and the Package Travel Regulations 1992 and the Data Protection Act 1998).

9) **COMPLAINTS**

The Agent shall advise Teleticket immediately of any complaint made in writing (email or post) by any Customer relating to Teleticket which it cannot resolve and Teleticket will deal with all complaints fairly and efficiently and in accordance with its complaints handling policy.

10) **LATE BOOKINGS AND LATE AVAILABILITY BOOKINGS**

(i) Late bookings are those made by a Customer within 10 weeks of the proposed departure date. The Agent must in the case of late bookings collect payment for the total cost of the booking on accepting the completed booking details in accordance with Clause 3(i) and must also comply with any additional terms and conditions (if any) notified by Teleticket applicable to late bookings. In confirming a late booking to Teleticket, the Agent warrants to Teleticket that it has received payment in full for the total cost of the relevant booking.

(ii) The Agent must draw the Customer's attention to any special terms and conditions prior to confirming a late availability holiday booking.

11) **AMENDMENTS AND CANCELLATIONS**

(i) Before accepting any request made by a Customer to book for Services with Teleticket 56 days or less before the departure date by a Customer or to amend the travel arrangements of a confirmed booking, the Agent must collect the appropriate amendment fee as set out in the Booking Terms and Conditions and applicable in the circumstances. No administration charge is made for name changes to existing bookings outside 14 days prior to departure – except on selected airlines – and no administration charge is made for bookings amending durations, dates or destinations outside 8 weeks prior to departure. Please note, that if a new fare is required to be paid in accordance with the Booking Terms and Conditions, then the Customer must pay the increased amount if this is higher than the original price of the travel arrangements (for which the Agent shall be responsible for collecting), or the Customer shall be reimbursed for any price paid over and above that required for a booking price which is lower than the original price of the travel arrangements (which the Agent is responsible for forwarding to the Customer immediately upon receipt from Teleticket). No reduction of existing fares booked shall be given by the Agent and if the Agent wishes to offer any discounted prices for the Services or amendment to a confirmed booking to a Customer, its shall first enquire by telephone and confirm in writing to Teleticket to establish whether the amendment can be accepted and, if so, obtain a signed agreement to the amendment from Teleticket before offering this to the Customer. If Teleticket agrees to a discounted price and/or an amendment to a confirmed booking, it will then issue a revised Confirmation Invoice, which shall constitute acceptance of the amendment(s) embodied in it. If the amendment is not accepted by Teleticket, the Agent shall notify the Customer that the

amendment is not accepted by Teleticket and refund any amendment fee paid by the Customer in anticipation of the requested amendment.

- (ii) Any amendment agreed to by Teleticket within 56 days of the departure date is treated as a cancellation and re-booking (subject to Clause 11 (iv) below). Before accepting any such amendment, the Agent shall have advised the Customer of the consequences of a cancellation as stated in the Booking Terms and Conditions. The Agent may telephone Teleticket to enquire whether in any particular circumstances it will waive its entitlement to treat the amendment as a cancellation, however it is in Teleticket's entire discretion as to whether it shall agree to any such waiver.
- (iii) If the requested amendment to be made in accordance with this Clause 11 is in respect of a substitution of a Customer's name in a confirmed booking for a Value Fares Holiday due to that Customer being prevented from proceeding with the travel arrangements, then as long as Teleticket is notified more than 14 days prior to the departure date, this will not be treated as a cancellation and re-booking. The Customer transferring the holiday arrangements and the new Customer to whom the travel arrangements are being transferred will be jointly and severally liable to pay any balance due and for the additional costs arising from such transfer.
- (iv) On receipt by Teleticket from the Agent of notification of cancellations, Teleticket shall issue and the Agent shall immediately forward to the Customer the cancellation invoice.

12) **AUTHORITY**

- (i) The Agent shall not purport to enter into any agreement with a Customer as Agent for Teleticket unless it is in accordance with the terms of this Agreement or confirmed in writing by Teleticket. The Agent must only arrange for bookings to be made by Customers in accordance with the Booking Terms and Conditions set out in the relevant brochure and/or other supplemental material and/or displayed by Teleticket on its website or by any other electronic automated booking system.
- (ii) Teleticket shall ensure that it provides sufficient information and advertising and promotional materials in relation to the Services being sold by the Agent in order for the Agent to offer the Services on behalf of Teleticket in accordance with this Agreement.
- (iii) The Agent shall not make oral or written representations to any Customer which are additional to or different from those contained in the Booking Terms and Conditions or which are contrary to amendments advertised by Teleticket.

13) **INSURANCE**

It is entirely the responsibility of the Customer to ensure that it has adequate insurance in place for their travel arrangements. This is confirmed in Teleticket's Booking Terms and Conditions. The Agent shall ensure that it draws the Customer's attention to this provision prior to arranging any booking of the Services with the Customer.

14) **TERMINATION**

This Agreement shall commence on the Commencement Date and shall continue in full force and effect unless or until this Agreement is terminated in accordance with this Clause 14 ("the Term"):-

- (i) Forthwith in the event of either party materially failing to perform any of its obligations in this Agreement within 7 days after the other party has written to it complaining of the particular breach and requiring its rectification within that 7 day period.
- (ii) By either party giving at least 28 days written notice of termination to the other party.
- (iii) Immediately by either party giving written notice to the other on the happening of any of the following:-
 - (a) If an order is made or an effective resolution is passed for winding up of the other party except for the purposes of re-organisation, reconstruction or amalgamation or any administration order is made.
 - (b) If the other party ceases to carry on its business or substantially the whole of its business other than for the purposes of re-organisation, reconstruction or amalgamation.

- (c) If any encumbrance takes possession or a receiver or administrator is appointed of any substantial part of the assets of the other party.
- (d) If the other party is unable to pay its debts within the meaning of Section 518 of the Companies Act 1985 or any statutory modification or re-enactment thereof.
- (e) If the other party fails to comply with their respective obligations under the ABTA Code of Conduct or the TTA terms and conditions of membership (if applicable), or ceases to hold an ATOL licence.

15) **CONSEQUENCES OF TERMINATION**

- (i) In the event of termination by Teleticket, the Agent shall on receipt of a written request from Teleticket hand over the conduct of existing bookings taken by it on behalf of Teleticket to Teleticket together with all relevant booking and other forms, correspondence files, memoranda, brochures and other publicity material and the Agent shall forthwith give written notice to its Customers and shall transfer any moneys received by Customers on behalf of Teleticket to Teleticket in accordance with this Agreement. Where termination is effected by either party under Clause 14(iii) and the Agent continues in business as an ABTA travel agent or TTA member, the Agent may continue to remain the Agent of Teleticket in relation to the conduct of bookings taken by it on behalf of Teleticket prior to the effective date of termination until the conclusion of the holidays booked.
- (ii) Upon termination of this Agreement for whatever reason, the Agent shall immediately return details of all passwords and login details originally provided to the Agent by Teleticket for access to Teleticket's booking system, as detailed in this Agreement. Teleticket shall be entitled to stop access to its booking systems and/or disable any applicable login/password of the Agent upon termination of this Agreement for whatever reason.
- (iii) Upon termination of this Agreement for whatever reason, the Agent shall cease to sell, market or advertise for sale any of the Services and shall immediately cease using, reproducing or exploiting in its trading activities under the trade marks of Teleticket and/or use of Teleticket's ATOL number either directly or indirectly.
- (iv) Termination of this Agreement shall not affect the accrued rights of either party prior to the termination date.

16) **WAIVER**

No neglect, delay or indulgence on the part of Teleticket in enforcing the terms and conditions of this Agreement shall prejudice Teleticket's rights and the Agent's obligations under it or be construed as any waiver by Teleticket of such rights and obligations.

17) **ASSIGNMENT**

The Agent may not assign this Agreement without the prior written consent of Teleticket, such consent not to be unreasonably withheld in the event of a proposed assignment to a subsidiary, associated or holding company.

18) **SUPPLEMENTAL TERMS**

Teleticket reserves the right in its absolute discretion to introduce terms supplemental to this Agreement which shall become incorporated in and form part of this Agreement, unless the Agent first serves notice of termination in accordance with Clause 14(ii) above following the date on which the supplemental terms have been notified in writing by Teleticket to the Agent.

19) **NOTICE**

Any notice of termination must be given in writing and sent by telex, fax or first class recorded delivery post of the address given above or delivered by hand. If sent by fax, telex or hand delivered, it shall be considered served at the moment of delivery. If sent by post it shall be considered served within 48 hours of posting.

20) **LAW AND JURISDICTION**

This Agreement is governed by English law and the parties agree to submit to the exclusive jurisdiction of the English courts in relation to any dispute.

SCHEDULE 1

AGENCY TERMS PURSUANT TO REGULATION 22 OF THE ATOL REGULATIONS

References in this Schedule to the 'Principal ATOL holder' are to Teleticket, for the purposes of interpreting this Schedule in accordance with the Agreement terms.

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 AST2.2 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 managed 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 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):

Interim AST A

Until 1 October 2012, ATOL holders must not (and ATOL holders must ensure their agents and Accredited Body Members do not) supply an ATOL Certificate in the form and content referenced by paragraph 1 of Section 1.3 of the Official Record Series 3, unless the ATOL

holder has permission from the CAA. Such permission will be given once the CAA is satisfied that the ATOL holder, its agents and its Accredited Body members, is competent (taking into account its business systems and any other relevant factor) to supply ATOL Certificates in that form.

Interim AST B

Until 1 October 2012, unless ATOL holders, their agents and Accredited Body Members have the permission referred to in Interim ATOL Standard Term A

(a) the statement required by AST1.1 must not be made.

(b) the statement required by AST1.2 must not be made.

(c) the information to be provided to consumers before a contract is concluded in accordance with AST1.4(b) is only "the fact that the booking is authorised under the ATOL holder's ATOL number and is protected under the ATOL scheme" and is not as set out in AST1.4(b). (d) the statement to be included in ATOL holder's terms and conditions of booking, information relating to payment requests (Invoices) and information relating to payment acknowledgment (Receipts), as set out in AST1.5 must not include the financial protection statement set out in AST1.5.

(e) AST1.6 does not apply.

(f) the statement required by AST1.7 must not be included and the following statement must be included "We, or the suppliers of the services you have bought, will provide you with the services you have bought (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)."

(g) AST1.9 does not apply.

(h) the obligation to include the Unique reference number on the relevant ATOL Certificate in AST1.11 does not apply

(i) AST5.1(h)(i) and (iii) does not apply

AST1.1

The ATOL holder must ensure that:

(a) the name shown on its ATOL (or a trading name notified to the CAA) and its ATOL Number; and

(b) the Statement

"All the flights and flight-inclusive holidays [in this brochure] [on this website – as appropriate] are financially protected by the ATOL scheme. When you pay you will be supplied with an ATOL Certificate. Please ask for it and check to ensure that everything you booked (flights, hotels and other services) is listed on it. Please see our booking conditions for further information or for more information about financial protection and the ATOL Certificate go to: <http://www.atol.org.uk>"

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: <http://www.atol.org.uk>”

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 a consumer has chosen a flight when the date, origin, destination, time, airline operator (and flight number where known) 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 as shown on its ATOL (or trading name notified to the CAA), ATOL Number and a statement in the following form:

“Your Financial Protection When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists 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.”

AST1.6

(a) 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 and update this information on its business systems.

(b) Where the information in (a) changes less than 72 hours before the consumer is due to travel the persons in (a) must update and record those changes on their business systems.

AST1.7

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

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

AST1.11

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

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

* 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.

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 ATOL holder.

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.

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 Principal 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 AST1.11) from the Principal 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, providing the Confirmation to that person at the time such payment is made;

(b) in the case of a person who is not present, immediately sending to that person the Confirmation by email or some other equivalent electronic means; or

(c) 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

* 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

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 as terms of the agency agreement between the Principal ATOL holder and the agent.