

# AGENCY AGREEMENT

## BETWEEN

- (1) Serenity Holidays Limited, (trading as The Gambia Experience, Cape Verde Experience, Goa Experience, Corsican Places & Sardinian Places) whose registered office is at Atlantic House, 3600 Parkway, Solent Business Park, Fareham, Hampshire, PO15 7AN (ABTA No V5963) (the “**Supplier**” or, in respect of a Licensable Transaction, the “**Principal ATOL holder**”); and
- (2) \_\_\_\_\_ whose registered office is at

[Name of Travel Agent]

[Travel Agent Address]

(ABTA No. \_\_\_\_\_ ) (the "Agent")  
[ABTA/Agent Number]

## 1. DEFINITIONS

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

ABTA	ABTA Ltd, The Travel Association;
ATOL	Air Travel Organisers' Licence issued by the Civil Aviation Authority;
ATOL Certificate	a document that complies with the requirements specified in regulation 19 of the ATOL Regulations;
ATOL Regulations	The Civil Aviation (Air Travel Organisers’ Licensing) Regulations 2012;
CAA	Civil Aviation Authority;
Lead Name	the person over the age of 18 years named as the first person on the booking form, who alone instructs the agent to change names, amend the booking details, or cancel the booking and who is liable for full payment of the Travel Arrangements booked and all other changes, including amendment and cancellation charges;
Licensable Transaction	an offer made by a consumer (or their agent) to purchase flight accommodation for one or more persons on a flight which is accepted by an air travel organiser and constitutes an activity in respect of which that air travel organiser is required to hold an ATOL.
Package	a package holiday as defined in the Package Travel, Linked Travel Arrangements Regulations 2018;
Travel Arrangements	air or other transport tickets, accommodation, car hire, package holidays and any other travel services supplied by the Supplier/ Principal ATOL holder.

## **2. APPOINTMENT**

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

## **3. TERM**

This Agreement shall come into force on the date of this Agreement and shall continue indefinitely, unless terminated earlier in accordance with the provisions of Clause 10 below.

## **4. ATOL SCHEDULE OF AGENCY TERMS**

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

## **5. ENTIRE AGREEMENT**

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

See also Agency Terms 1 and 11 in Schedule 1.

## **6. FINANCIAL PROTECTION**

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

Licensable products: protected under ATOL number 1866.

Non-licensable packages: protected by means of a bond held by ABTOT provided by Hiscox Insurance Company Ltd

Unlicensed business: flights originating outside the UK.

## **7. DUTIES OF THE AGENT**

The Agent agrees to:

- (i) *Product display*

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

(ii) *Sales promotion*

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

(iii) *Disclosure of Supplier/ Principal ATOL holder*

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

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

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

See also Agency Terms 2.1 and 2.2 in Schedule 1.

(iv) *Information to be provided for package holidays*

Provide to the Lead Name, in respect of Packages organised by the Supplier/ Principal ATOL holder, all the information required by Regulations 5, 6 and 7 of the Package Travel and Linked Travel Arrangements Regulations 2018. This must be provided 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 2 to this agreement.

(v) *ATOL Certificates*

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

(b) Supply the ATOL Certificate within the required timescale:  
In the case of a person who is present, providing it to that person or sending it to them by electronic communication at the time payment is made;

In the case of a person who is not present, immediately sending it to that person by electronic communication;

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.

(c) Notify the Principal ATOL holder and give sufficient information to enable it to issue an ATOL Certificate, and provide it to the client in accordance with sub-paragraph (b) above

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

(e) provide the Lead Name with an ATOL Certificate in its own name, if it creates its own Package.

See also Agency Terms 2.1, 3 and 8 in Schedule 1.

(vi) *Confirmation and payment*

- (a) Ensure a deposit is taken and balance paid in full no later than the deadline stated in our terms and conditions, or your booking may be deemed cancelled and your deposits retained. Your balance will be detailed on your invoice. The issue of a Confirmation Invoice is the Supplier/Principal ATOL holder's acceptance of the booking and the contract is made on its issue.

(vi) *Booking conditions*

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

(vii) *Receipts and Confirmations*

Provide the Lead Name with

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

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

- (a) Any receipt or invoice supplied must contain the ATOL holder's name on their ATOL (or trading name notified to the CAA), ATOL Number and a statement in the following form:

*"Your Financial Protection*

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

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

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

(ix) *Insurance*

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

(x) *Amendments notified by Supplier/Principal ATOL holder*

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

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

(xi) *Special requests*

(a) Ensure that when a client makes a special request in respect of a booking, this request is promptly and accurately notified to the Supplier/ Principal ATOL holder in writing; and

(b) Undertake not to make any verbal or written assurances to a client that any special request shall be complied with;

(xii) *Telephone bookings/late bookings*

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

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

(a) delivered to the Lead Name in person; or

(b) sent to the Lead Name's address no later than the next working day;

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

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

(xiii) *Cancellation and amendment procedure*

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

(xiv) *Collection and remittance of monies due*

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

If the Agent is unable to collect the balance payment from a client at least 8 weeks prior to departure for The Gambia Experience, Corsican Places and Sardinian Places or 12 weeks for Goa Experience and Cape Verde Experience, the Agent shall immediately notify Sonja French/Credit Controller in writing, whereupon the Supplier/ Principal ATOL holder reserves the right to treat that booking as cancelled and issue a cancellation invoice. Where necessary the Supplier/ Principal ATOL holder also reserves the right to advise ABTA of any late payments and place the Agent on Stop Sale.

- (b) The Agent shall not release to the client any tickets, vouchers or coupons until correct payment has been received from the client.
- (c) The Agent agrees to remit monies due to the Supplier/ Principal ATOL holder by way of BACS or cheque payment

(xvi) *Agent's liability*

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

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

(xvii) *Agent's Indemnity*

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

(xviii) *Complaints (see also Supplier/ Principal ATOL holder's Fair Trading Charter)*

- (a) Use reasonable endeavours to resolve client complaints of a minor nature.
- (b) Advise the Supplier/ Principal ATOL holder within 28 days of any complaint by a client in relation to the Travel Arrangements (including any complaint to a Trading Standards Department or a regulatory or trade body);

(ixx) *Duty to forward correspondence*

- (a) Forward immediately to the Supplier/ Principal ATOL holder any communication or correspondence received from a client and
- (b) to forward immediately to the client

- any refunds, and
- any communication or correspondence

received from the Supplier/ Principal ATOL holder

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

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

(xxi) *Authority*

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

(xxii) *Compliance with laws and regulations*

Comply with all relevant laws and regulations, including the Package Travel and Linked Travel Arrangements Regulations 2018, the Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012, the Consumer Protection from Unfair Trading Regulations 2007, and the ABTA Code of Conduct (including any amendments), insofar as they affect the Agent's activities. The Agent also agrees to keep the Supplier/ Principal ATOL holder indemnified against any and all loss, damage, costs or claims suffered by the Supplier/ Principal ATOL holder as a result of any non-compliance by the Agent. See also clause 9 on data protection

**8. THE SUPPLIER/ PRINCIPAL ATOL HOLDER'S UNDERTAKINGS**

The Supplier/ Principal ATOL holder hereby undertakes to:

(i) *Provision of brochures*

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

(ii) *Brochure compliance*

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

(iii) *Indemnity*

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

See Also Agency Term 12 in Schedule 1

(iv) *Confirmation of bookings*

Confirm each booking request by:

- (a) issuing a confirmation invoice to the Agent within 7 days from the date of booking

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

The Supplier/ Principal ATOL holder shall, if the booking is a package, issue a Confirmation which must contain:

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

(v) *Commission*

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

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

The mechanism for payment of commission is as agreed between the Agent and the Supplier/ Principal ATOL holder and set out at Schedule 3 of this Agreement.

Rate of commission subject to the Agents status or membership of consortia/ group where commission has been mutually agreed.

(vi) *Tickets/vouchers*

Issue and dispatch tickets and/or vouchers to the Agent approximately 14 days before the due departure date for the Travel Arrangements.

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

## 9. DATA PROTECTION

### AGREED TERMS

In this Deed, expressions defined in the Agreement and used in this Deed have the meaning set out in the Agreement. The rules of interpretation set out in the Agreement apply to this Deed. In addition, the following terms as used in this Deed shall have the following meanings:

**Data Protection Legislation** (i) until 25<sup>th</sup> May 2018, the Data Protection Act 1998 and (ii) unless and until the General Data Protection Regulation ((EU) 2016/679) (GDPR) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998;

**Agreed Purposes** means the agreed purposes to enable the parties to fulfil their respective obligations under the terms of this agreement and all connected activities relating to the same;

**Shared Personal Data** means the personal data to be shared between the parties which is necessary for each party to fulfil their obligations under this Agreement;

**Permitted Recipients** means the parties to this agreement, the employees of each party and any third parties who supply travel arrangements in connection with this agreement.

### 1. VARIATION

With effect from the Variation Date the Parties agree to amend the Contract by replacing any and all provisions in it relating to compliance with Data Protection Legislation. All other provisions of the Contract shall continue.



## 2. DATA PROTECTION

2.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, Serenity Holidays and the Travel Agent are joint data controllers, and each party will comply with all applicable requirements of the Data Protection Legislation imposed on a Data Controller and not by any act or omission, put the other party in breach of them in connection with this agreement. This clause is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.

2.2 Data sharing obligations, each party shall:

- a. process the Shared Personal Data only for the Agreed Purposes and not process the Shared Personal Data for longer than is necessary to carry out the Agreed Purposes;
- b. ensure that it has privacy notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
- c. not disclose the Shared Personal Data to anyone other than the Permitted Recipients;
- d. ensure that they have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- e. ensure that all personnel who have access to or process Shared Personal Data are obliged to keep the Shared Personal Data confidential;
- f. not transfer any Personal Data outside of the European Economic Area unless the following conditions are fulfilled: The parties have provided appropriate safeguards in relation to the transfer; the data subject has enforceable rights and effective legal remedies; the parties comply with their obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;

## 3. MUTUAL ASSISTANCE

Each party shall assist the other in complying with all applicable requirements of the legislation including:

- a. informing the other party promptly (within 7 days) about the receipt of any data subject requests;
- b. provide the other party with reasonable assistance in complying with any data subject requests;
- c. notify the other party without undue delay, on becoming aware of any data breach and provide assistance in relation to managing the breach;
- d. maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits;
- e. Provide the other party with contact details of an employee who is the point of contact or responsible manager for any issues arising out of the Data Protection Legislation.

## **Governing law**

This Deed 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.

## **Jurisdiction**

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 deed or its subject matter or formation.

## **10 TERMINATION**

- (i) Either party may terminate this Agreement at any time on giving at least 28 days' written notice to the other party.
- (ii) Either party may terminate this Agreement immediately on giving written notice to the other party if:
  - (a) the other party commits any material breach of this Agreement; or
  - (b) the other party commits a breach of this Agreement and fails to remedy to the satisfaction of the non-breaching party, within 7 days of receiving a written request to do so, that breach; or
  - (c) clause m9 (iii) applies; or
  - (d) in one party's reasonable opinion, there is any repeated or persistent failure by the other party to provide service of a sufficiently high standard to clients booking Travel Arrangements.
- (iii) This Agreement shall terminate immediately without notice if:
  - (a) the other party suspends or ceases trading or indicates that it intends to cease trading or becomes unable to pay its debts as they fall due; or
  - (b) the other party has a receiver or liquidator appointed, or passes an effective resolution for winding up (except for the purpose of amalgamation, reconstruction or reorganisation) or a Court makes an order to that effect or a similar event occurs; or
  - (c) distress or execution is levied against the property of the other party.
  - (d) the Agent ceases to be a member of ABTA (without the express consent for continuation by the Supplier/ Principal ATOL holder).
- (iv) If this Agreement is terminated for any reason save those set out at sub-clauses (iii)(a), (b) and (c), the termination shall not apply (at the Supplier/ Principal ATOL holder's discretion) in relation to bookings confirmed by the Supplier/ Principal ATOL holder to the Agent before the effective date of termination and the rights and obligations of the parties under this Agreement in respect of such bookings shall survive the termination and be enforceable notwithstanding it.

## **11. VARIATION**

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

## **12. ASSIGNMENT**

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

**13. NOTICES**

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

- (a) Atlantic House, 3600 Parkway, Solent Business Park, Fareham, Hampshire, PO15 7AN, fax number 0845 330 2045 or email trade@serenity.co.uk in the case of the Agent; or
- (b)

**[Insert address of Agent, fax number and email address]** in the case of the Supplier/ Principal ATOL holder

**14. GOVERNING LAW**

This Agreement is governed by the laws of England and Wales and both parties agree to submit to the jurisdiction of the English courts at all times.<sup>1</sup>

**15. RIGHTS OF THIRD PARTIES**

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

*Hayley Smith*

Signed for and on  
behalf of Serenity Holidays/ *Principal ATOL holder*

.....

Trade Relations

.....

Signed for and on  
behalf of [*insert name of Agent*]

.....

.....

<sup>1</sup> This may be amended to Scottish or Northern Irish law and jurisdiction as required.

## SCHEDULE 1

### AGENCY TERMS PURSUANT TO REGULATION 22 OF THE ATOL REGULATIONS

#### 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 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.

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 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 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.

#### 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 2**

The information required by clause 7(iv):

(a) Product information

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 organiser or the retailer must provide the address of the website where a copy of the Package Travel and Linked Travel Arrangements may be found.

#### (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.

### **SCHEDULE 3**

Base commission is 10% for packages and 5% for flight only unless otherwise agreed.

**Non-commissionable items:** Fuel Surcharges (if applicable), Airport Development Fees, Ticket on Departures, Concessions, Credit Card surcharges, Amendment Fees, Carbon Offset, Pre-Booked Seats & Flight Supplements Flight Upgrades (excluding Star Class) and additional luggage allowance.

The price of a flight or package holiday charged by Serenity Holidays Limited to the agent will be the net cost. It is the agent's responsibility to charge the customer the gross price, thereby obtaining their commission.