

CLASSIC COLLECTION AGENCY AGREEMENT

THIS AGREEMENT is made on [DATE]

BETWEEN

- (1) **CLASSIC COLLECTION HOLDINGS LIMITED**, a company registered in England and Wales with company registration number 11627756 (ABTA P7382/ATOL 11517) whose registered office is 5 Adair Street, Manchester, M1 2NQ ("CC"); and
- (2) [INSERT AGENT LEGAL ENTITY NAME] a company registered in [INSERT COUNTRY OF INCORPORATION] with company registration number [INSERT NUMBER] whose registered office is at [INSERT AGENT REGISTERED ADDRESS] (ABTA No. [INSERT NUMBER]) (the "Agent");

APPOINTING the Agent as CC's agent pursuant to ATOL Regulations 12 and 22.

1. DEFINITIONS

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

ABTA	ABTA Ltd, The Travel Association;
ABTA Single Payment Scheme (SPS)s	a payment processing system that allows ABTA tour operators and travel agents to make direct debiting arrangements via the online SPS system;
Booking Terms	together (i) CC's booking terms and conditions and privacy policy as set out on CC's website or as otherwise provided by CC to the Agent from time to time; and (ii) the terms and conditions of the relevant Travel Arrangement Principals;
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 (as amended);
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 PTRs;

principal ATOL Holder	for the purposes of the Agency Terms set out in schedule 1 hereto, means CC;
PTRs	the Package Travel and 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 relevant Travel Agent Principal;
Travel Arrangement Principal	the legal entity which contracts directly with the customer for the provision of Travel Arrangements.

2. APPOINTMENT

- 2.1. CC acts as Package Organiser of any Packages sold under this Agreement and is the “principal ATOL Holder” for the purposes of the ATOL Regulations and the ATOL Schedule of Agency Terms.
- 2.2. The packages organised by CC are “Multi-Contract Packages” for ATOL purposes and CC acts as agent/sub-agent of other principals for the supply of the Travel Arrangements which are combined into Packages organised by CC under this Agreement.
- 2.3. By this Agreement CC appoints the Agent as its non-exclusive agent for the retail sale of Packages and appoints the Agent as non-exclusive sub-agent of the relevant Travel Arrangement Principals for the sale of Travel Arrangements within the United Kingdom.
- 2.4. The Agent accepts its appointment (as set out in clause 2.3 above) and agrees to sell the Packages/Travel Arrangements and perform the other obligations set out in this Agreement. The Agent undertakes to process (through each of its sales channels) any request made by a customer to purchase a holiday with CC.

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

- 4.1. In accordance with Regulation 22 of the ATOL Regulations the terms set out in Schedule 1 are included in this Agreement.
- 4.2. In the event of any conflict between the clauses in the main body of this Agreement and Schedule 1, the clauses in Schedule 1 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. See also Agency Terms 1 and 11 in Schedule 1.

6. FINANCIAL PROTECTION

CC confirms that the arrangements for the protection of consumers’ monies with respect to Packages organised by CC and sold under this agreement are as follows:

- Licensable products: protected under ATOL number 11517

7. DUTIES OF THE AGENT

The Agent agrees to:

7.1. *Product display*

Display any promotional material, adverts or products supplied to it by CC in its premises or on its website as appropriate.

7.2. *Sales promotion*

Promote and use its reasonable endeavours to increase sales of CC's Packages to existing and potential customers.

7.3. *Disclosure of ATOL holder*

7.3.1. State clearly that it acts as Agent for CC and state CC's name and ATOL number (if appropriate), on all dedicated publicity material and relevant documents. For the purposes of this clause:

7.3.1.1. 'dedicated publicity material' means that on which the Agent holds itself out as being able to make available Packages comprised of the Travel Arrangements as Agent for CC; and

7.3.1.2. 'relevant documents' means those issued by the Agent that form or evidence the creation of a Package organised by CC and a contract between the customer and each Travel Arrangement Principal for the relevant Travel Arrangements.

7.3.2. See also Agency Terms 2.1 and 2.2 in Schedule 1.

7.4. *Information to be provided for package holidays*

7.4.1. Provide to the Lead Name, in respect of Packages organised by CC:

7.4.1.1. all the information required by Regulations 5, 6 and 7 of the PTRs. 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;

7.4.1.2. all the information required by the ATOL Regulations, including, without limitation, all the information required by ATOL Standard Term 1.4A, 1.4B and 1.4C with effect from 1 April 2019.

7.5. *ATOL Certificates*

7.5.1. Undertake not to accept payment for the making available of flight accommodation without supplying to the customer an ATOL Certificate on behalf of CC.

7.5.2. Supply the ATOL Certificate within the required timescale:

7.5.2.1. 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;

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

7.5.2.3. 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.

7.5.3. Notify CC and give sufficient information to enable it to issue an ATOL Certificate, and provide it to the customer in accordance with clause 7.5.2 above.

7.5.4. Forward to the customer immediately any amended ATOL Certificate as directed by CC.

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

7.6. *Booking form and payment*

7.6.1. Ensure that a booking form is signed by the Lead Name and a deposit for the sum as is notified in writing by CC to the Agent from time to time is taken or, in the case of a late booking (being a booking taken after the date on which the final balance would be payable), the full cost of the Travel Arrangements, before confirming the booking with CC;

7.6.2. Thereafter, keep safe the signed booking form for at least 6 years and to provide on request, copies of the same to CC at any time within that period; and

7.6.3. Ensure that the customer is aware that the final balance for the holiday is due no later than 8 weeks before travel and ensure payment is taken from the customer.

7.7. *Booking Conditions*

7.7.1. Before any booking is taken by the Agent, ensure that the Lead Name is referred to and agrees to the Booking Conditions. A copy of the Booking Conditions must also be provided to the customer following completion of the booking; and

7.7.2. Not amend the Booking Conditions or any other paperwork provided by CC.

7.8. *Receipts and Confirmations*

7.8.1. Provide the Lead Name with a receipt following the purchase of any Travel Arrangements which:

7.8.1.1. states the amount taken on behalf of CC and that the Agent acts as agent for CC ; and

7.8.1.2. includes or appends the booking confirmation document issued by CC.

7.8.2. See also Agency Terms 2.1, 2.3 and 6 in Schedule 1. The requirements are also summarised below but please refer to the ATOL Regulations for the full requirements:

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

"Your Financial Protection

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

- 7.8.2.2. Any receipt supplied must identify which part of the money paid by the customer is protected by CC's ATOL and which, if any, is not.
- 7.8.2.3. The Agent must, where it has sold a Package, notify CC so that CC can produce a Confirmation. This must be passed to the customer immediately after it is received by the Agent. It must be received by the customer within 3 days of the Agent accepting payment from the customer.
- 7.8.2.4. If any of the information on the Confirmation changes, CC must produce a revised Confirmation. The Agent must pass it to the customer immediately after it is received from CC.

7.9. *Insurance*

Ensure that the Lead Name is specifically advised of the insurance appropriate for that customer's requirements.

7.10. *Amendments notified by CC*

- 7.10.1. 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 CC (whether advised by CC in writing or orally) in respect of that customer's booking; and
- 7.10.2. Ensure that any instructions regarding written amendments to CC's promotional material or other documentation held by the Agent are acted upon expeditiously.

7.11. *Special requests*

- 7.11.1. Ensure that when a customer makes a special request in respect of a booking, this request is promptly and accurately notified to CC in writing; and
- 7.11.2. Undertake not to make any verbal or written assurances to a customer that any special request shall be complied with.

7.12. *Telephone bookings/late bookings*

- 7.12.1. Ensure that where customers make telephone bookings or books late, the steps outlined in clauses 7.6 to 7.8 (inclusive) are satisfied as soon as possible after confirmation by CC; and
- 7.12.2. In particular, the Agent shall ensure that a copy of the Booking Conditions are:
 - 7.12.2.1. delivered to the Lead Name in person; or
 - 7.12.2.2. sent to the Lead Name's address no later than the next working day.

7.13. *Notification of cancellation and amendment requests by customers*

Ensure that all requests by a customer to amend or cancel a booking are passed on to CC in writing on the day on which they are received.

7.14. *Cancellation and amendment procedure*

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

7.15. *Collection and remittance of monies due*

- 7.15.1. Collect from customers all deposits, balances, cancellation charges, amendment fees and all other monies payable by customers in accordance with the Booking Conditions and to remit those monies as shown on CC's confirmation invoice, cancellation invoice or amendment invoice as applicable to CC by their due date;
- 7.15.2. If the Agent is unable to collect the balance payment from a customer at least 8 weeks prior to departure, the Agent shall immediately notify the Accounts Department at CC in writing, whereupon CC reserves the right on behalf of the Travel Arrangement Principals to treat that booking as cancelled and issue a cancellation invoice; and
- 7.15.3. The Agent agrees to remit monies due to CC by way of the ABTA Single Payment Scheme or as otherwise agreed.

7.16. *Agent's liability*

- 7.16.1. Remain personally liable to CC and the relevant Travel Arrangement Principals for monies which it has failed to collect in accordance with the terms of this Agreement and the Booking Conditions, where a booking has been confirmed by CC without:
 - 7.16.1.1. collecting a deposit and/or balance from the customer; or
 - 7.16.1.2. collecting the total cost of the Travel Arrangements in the case of a late booking; or
 - 7.16.1.3. collecting any other sums due under the Booking Conditions such as CC's administration fees.

7.17. *Agent's Indemnity*

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

7.18. *Complaints*

- 7.18.1. Use reasonable endeavours to resolve customer complaints of a minor nature; and
- 7.18.2. Advise CC immediately of any complaint by a customer in relation to the Travel Arrangements (including any complaint to a Trading Standards Department or a regulatory or trade body).

7.19. *Duty to forward*

- 7.19.1. Forward immediately to CC any communication or correspondence received from a customer; and
- 7.19.2. forward immediately to the customer:
 - 7.19.2.1. any refunds; and
 - 7.19.2.2. any communication or correspondence received from CC.

7.20. *Duty not to misuse CC's name/trademark*

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

7.21. *Authority*

Not book CC's Travel Arrangements on behalf of any third party not authorised by CC to purchase such Travel Arrangements.

7.22. *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 (as amended), 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 CC indemnified against any and all loss, damage, costs or claims suffered by CC as a result of any non-compliance by the Agent. See also clause 9 on data protection.

Comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Anti-Bribery Requirements") and not engage in any activity, practice or conduct which would constitute an offence under the Anti-Bribery Requirements. The Agent shall promptly report to CC any request or demand for any undue financial or other advantage of any kind received by the Agent in connection with the performance of this Agreement.

8. CC'S UNDERTAKINGS

CC hereby undertakes to:

8.1. *Provision of promotional material*

Provide to the Agent sufficient promotional material in relation to the number of bookings placed by the Agent.

8.2. *Promotional material*

Ensure that all promotional material published by CC complies with the requirements of civil and criminal law.

8.3. *Indemnity*

8.3.1. Hold the Agent indemnified against any liability arising from the failure of CC to comply with the provisions of clause 8.2 above and any liability arising from CC's failure to perform or properly perform the Package;

8.3.2. See also Agency Term 12 in Schedule 1.

8.4. *Confirmation of bookings*

8.4.1. Confirm each booking request by issuing a confirmation invoice to the Agent within 7 days from the date of booking;

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

CC 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

8.5. *Commission*

8.5.1. Pay commission on each booking made by the Agent with CC at such variable rates as agreed between the parties in writing from time to time, subject to the following:

8.5.1.1. No commission shall be payable until CC has issued a confirmation invoice and Agent has made payment to CC in accordance with this Agreement;

8.5.1.2. No commission shall be payable if a customer cancels his / her travel arrangements, save that the Agent shall be entitled to receive commission on any forfeited deposits provided such payment has been made by that customer;

8.5.1.3. No commission shall be payable on any administration fees that CC charges the customer for amendments / cancellations;

8.5.1.4. unless agreed otherwise by the parties in writing, commission will be deducted from the final balance; and

8.5.1.5. The mechanism for payment of commission is as agreed between the Agent and CC in writing from time to time.

8.6. *Tickets/vouchers*

8.6.1. Issue and dispatch tickets where required and/or vouchers to the Agent at least 14 days before the due departure date for the Travel Arrangements.

8.6.2. In the case of late bookings, CC may make alternative arrangements for tickets and/or vouchers to be received by customers (i.e. electronically) in time for their departure.

9. DATA PROTECTION

9.1. *In this clause the following definitions apply:*

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 i.e. personal data is held in order for the relevant Travel Arrangements to be carried out.

Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures: have the same meaning as set out in the UK Data Protection Legislation in force at the time;

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications);

Permitted Recipients: means the parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with this agreement (including Travel Agent Principals), and any other related parties.

Shared Personal Data: means the personal data to be shared between the parties under clause 9.2 of this agreement to enable the parties to fulfil their obligations under the terms of this Agreement.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679) ("**GDPR**"); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended

9.2. *Shared Personal Data*

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

9.3. *Effect of non-compliance with UK Data Protection Legislation*

Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation and any material breach of the UK Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, constitute a material breach of this Agreement for the purposes of Clause 10.

9.4. *Particular obligations relating to data sharing.*

Each party shall:

- 9.4.1. ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
- 9.4.2. give full information of the nature of such processing to any data subject whose personal data may be processed under this agreement. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- 9.4.3. process the Shared Personal Data only for the Agreed Purposes and shall not retain or process the Shared Personal Data for longer than is necessary to carry out the Agreed Purposes;
- 9.4.4. not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- 9.4.5. ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;
- 9.4.6. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

- 9.4.7. not transfer any personal data received from the Data Discloser outside the EEA unless the transferor:
- 9.4.7.1. complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and
 - 9.4.7.2. ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; or (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) Binding corporate rules are in place or (iv) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

9.5. *Mutual assistance*

Each party shall assist the other in complying with all applicable requirements of the UK Data Protection Legislation. In particular, each party shall:

- 9.5.1. consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
- 9.5.2. promptly (and at the latest within 7 days of receipt) inform the other party about the receipt of any data subject access request;
- 9.5.3. provide the other party with reasonable assistance in complying with any data subject access request;
- 9.5.4. not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
- 9.5.5. assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the UK Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;
- 9.5.6. notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation, and provide reasonable assistance in relation to managing/dealing with the breach;
- 9.5.7. at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the personal data;
- 9.5.8. use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- 9.5.9. maintain complete and accurate records and information to demonstrate its compliance with this clause 9 and allow for audits by the other party or the other party's designated auditor; and
- 9.5.10. provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the UK Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach and the regular review of the parties' compliance with the Data Protection Legislation.

9.6. *Indemnity*

Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the UK Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

10. TERMINATION

- 10.1. Either party may terminate this Agreement at any time on giving at least 28 days' written notice to the other party.
- 10.2. Either party may terminate this Agreement immediately on giving written notice to the other party if:
 - 10.2.1. the other party commits any material breach of this Agreement; or
 - 10.2.2. 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
 - 10.2.3. clause 9.3 applies; or
 - 10.2.4. 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 customers booking Travel Arrangements.
- 10.3. This Agreement shall terminate immediately without notice if:
 - 10.3.1. 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
 - 10.3.2. 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
 - 10.3.3. distress or execution is levied against the property of the other party.
 - 10.3.4. the Agent ceases to be a member of ABTA (without the express consent for continuation by CC).
- 10.4. If this Agreement is terminated for any reason save those set out at sub-clauses 10.3.1, to 10.3.3 (inclusive), the termination shall not apply (at CC's discretion) in relation to bookings confirmed by CC 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

13.1. Any notice required to be given under this Agreement shall be in writing and shall be:

13.1.1. delivered by hand or by pre-paid first class-post or next delivery service to:

13.1.1.1. in the case of CC:5 Adair Street, Manchester, England, M1 2NQ; and

13.1.1.2. in the case of Agent: [address]

or such other address as either party may notify the other in writing.

13.1.2. sent by email to:

13.1.2.1. in the case of CC: [email address]

13.1.2.2. in the case of Agent: [email address]

or such other email address as either party may notify the other in writing.

13.2. This clause does not apply to the service of any proceedings or other documents in any legal action or where applicable, any arbitration or other method of dispute resolution.

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.

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.

Signed by:

for and on behalf of Classic Collection Holdings
Limited

Signed by:

for and on behalf of [insert name of Agent]

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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 AST 2.2 and Agency Term 1 no agency term negotiated between the principal ATOL holder and the agent may contradict or purport to contradict the CAA's mandated terms and any that do so will be void.

Agency Term 1

By making available flight accommodation to consumers in the capacity of an agent, in accordance with ATOL Regulations 9, 10 and 12 the agent is deemed to have agreed to the terms of the written agency agreement between the principal ATOL holder and its agent.

The terms of the agency agreement include terms mandated by the CAA to be agreed between principal ATOL holders and agents for principal ATOL holders making available flight accommodation as agents of that principal ATOL holder.

Principal ATOL holders and agents cannot agree, whether in writing, by conduct or otherwise, any terms which contradict, or purport to contradict the terms mandated by the CAA. The agent must keep a copy of this agency agreement for the period it is in force and for 12 months after it expires or is terminated.

Agency Term 2

2.1 Agents must comply with ATOL Standard Term 1 as if they applied directly to the agent (as applicable) and any requirements to set out the principal ATOL holder's name and number should be read as requirements to set out the 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

6.1 Where an agent makes available flight accommodation as the agent of a principal ATOL holder, the agent must ensure an ATOL Certificate is supplied to the consumer immediately and in accordance with ATOL Regulation 17, regardless of whether the ATOL Certificate is produced by the ATOL holder or produced by the agent on behalf of the principal ATOL holder. However, if an agent organises a package which includes that flight accommodation, the agent must immediately supply a package ATOL Certificate to the consumer in the agent's own name.

6.2 Where an agent makes available a package as agent of a principal ATOL holder, the agent must additionally obtain a Confirmation (see AST1.11) from the principal ATOL holder and, once obtained, pass it immediately to the consumer by the method set out below.

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

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

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

Agency Term 7

When accepting payments in respect of transactions the agent would need an ATOL to transact if the agent were not the agent of the principal ATOL holder, agents may only accept payment from consumers as defined in the ATOL Regulations 2012.

Agency Term 8

Immediately upon the failure of the principal ATOL holder, the agent will provide the CAA with information on:

- (a) money paid to it by consumers, in respect of services to be provided for future travel by the principal ATOL holder to consumers, and

(b) the ATOL Certificate unique reference numbers issued by that agent which apply to that failed principal 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

The agent may appoint a sub-agent to perform its obligations as the principal ATOL holder's agent and to bind the principal ATOL holder into obligations with consumers or buying principal ATOL holders. However, the agent may only do so if it enters the principal ATOL holder into a written agency agreement that contains all the rights and obligations in the agreement that are required by the CAA and published in the CAA's Official Record Series 3. Any sub-agent of the agent that does not have the benefit of a written agency agreement with the principal ATOL holder is not authorised to act on the principal ATOL holder's behalf. As a consequence, the agent will be responsible to the consumer (or buying principal ATOL holder) for any acts or omissions of the sub-agent.

NOTE: In these circumstances, as well as the agent being liable to the consumer as principal, both the 'agent' and 'sub-agent' would be acting in breach of the ATOL Regulations 2012.

Agency Term 11

If a new or revised Schedule of Agency Terms is published by the CAA in its Official Record Series 3 those new or revised terms will immediately take effect and must be included in the terms of the agency agreement between the principal ATOL holder and the agent within 3 calendar months of the publication date.

Note: a written agency agreement will be deemed to be compliant with ATOL Regulation 22(1)(c) provided that it contains all relevant parts of the schedule of agency terms published by the CAA in its Official Record Series 3 within 3 calendar months of the publication date.

Agency Term 12

If the principal ATOL holder fails to comply with its obligations to a consumer and by reason thereof the agent incurs a liability or obligation to the consumer, the agent shall be indemnified by the principal ATOL holder against all consequences following from such a failure.

Agency Term 13

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

SCHEDULE 2

The information required by clause 7.4:

(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. Classic Collection will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, Classic Collection has 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 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. Classic Collection's customers are protected against the company's insolvency under ATOL number 11517 for holidays including flights. Travellers may contact the CAA (www.caa.co.uk) if services are denied because of Classic Collection's insolvency.

PART 3 The Package Travel and Linked Travel Arrangements Regulations 2018

Details at <https://www.legislation.gov.uk>

(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, email 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.