

## AGENCY AGREEMENT

This Agreement is made on the..... (day) of ..... (month) 2012 between **Travelpack Marketing and Leisure Services Limited Registered office 523 High Road Wembley HA0 2DH, ATOL Number 2866** APPOINTING ..... (**NAME OF AGENT** ) as (**NAME OF ATOL HOLDER'S**) Travelpack Marketing and Leisure Services Limited pursuant to **ATOL** Regulations 12 and 22 .

### **Commencement Date :-**

### **Definitions**

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

Additionally 'Licensable Transaction' means an offer made by a consumer (or their agent) to purchase flight accommodation for one or more persons on a flight which is accepted by an air travel organiser and constitutes an activity in respect of which that air travel organiser is required to hold an ATOL.

"ATOL" means Air Travel Organisers' Licence;

"CAA" means the Civil Aviation Authority

### **Duration of Agreement**

Agency Terms 3, 5, 8 and 9 remain binding on the agent even if the principal ATOL holder has failed.

### **Extent of obligations**

The obligations of all parties to this agreement extend only to the parties conduct in respect of licensable transactions.

### **Priority of Agency terms published by CAA**

Pursuant to AST2.2 and Agency Term 1 no agency term negotiated between the principal ATOL holder and the agent may contradict or purport to contradict the CAA's mandated terms and any that do so will be void.

### **Agency Term 1**

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

The terms of the agency agreement include terms mandated by the CAA to be agreed between principal ATOL holders and agents for principal ATOL holders making available flight accommodation as agents of that principal ATOL holder. Principal ATOL holders and agents cannot agree, whether in writing, by conduct or otherwise, any terms which contradict, or purport to contradict the terms managed by the CAA. The agent must keep a copy of this agency agreement for the period it is in force and for 12 months after it expires or is terminated.

### **Agency Term 2.1**

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 principals name and ATOL number. That is parts of AST1 that apply to agents are set out below (for the avoidance of doubt AST1.8-AST1.10 do not apply to agents):

### **Interim AST A**

Until 1 October 2012, ATOL holders must not (and ATOL holders must ensure their agents and Accredited Body Members do not) supply an ATOL Certificate in the form and content referenced by paragraph 1 of Section 1.3 of the Official Record Series 3, unless the ATOL holder has permission from the CAA. Such permission will be given once the CAA is satisfied that the ATOL holder, its agents and its Accredited Body members, is competent (taking into account its business systems and any other relevant factor) to supply ATOL Certificates in that form.

### **Interim AST B**

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

- (a) the statement required by AST1.1 must not be made.
- (b) the statement required by AST1.2 must not be made.
- (c) the information to be provided to consumers before a contract is concluded in accordance with AST1.4(b) is only "the fact that the booking is authorised under the ATOL holder's ATOL number and is protected under the ATOL scheme" and is not as set out in AST1.4(b)
- (b). the statement to be included in ATOL holder's terms and conditions of booking, information relating to payment requests (Invoices) and information relating to payment acknowledgement (Receipts), as set out in AST1.5 must not include the financial protection statement set out in AST1.5.
- (e) AST1.6 does not apply.
- (f) the statement required by AST1.7 must not be included and the following statement must be included "We, or the suppliers of the services you have bought, will provide you with the services you have bought (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable)."
- (g) AST1.9 does not apply.
- (h) the obligation to include the Unique reference number on the relevant ATOL Certificate in AST1.11 does not apply
- (i) AST5.1(h)(i) and (iii) does not apply

### **AST1.1**

The ATOL holder must ensure that:

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

- (b) the Statement

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

### **AST1.2**

If some products listed in publicity material (including websites and brochures) are not ATOL protected, then the following statement should be stated clearly on all publicity material: "Many of the flights and flight-inclusive holidays [in this brochure] [on this website – as appropriate] are financially protected by the ATOL scheme. But ATOL protection does not apply to all holiday and travel services listed [in this brochure/on this website]. Please ask us to confirm what protection may apply to your booking. If you do not receive an ATOL Certificate then the booking will not be

ATOL protected. If you do receive an ATOL Certificate but all the parts of your trip are not listed on it, those parts will not be ATOL protected. Please see our booking conditions for information, or for more information about financial protection and the ATOL Certificate go to: <http://www.atol.org.uk/ATOLCertificate>”

### **AST1.3**

ATOL holders that advertise ATOL protected products in broadcast media (television/radio/cinema etc.) must, unless the CAA agrees an alternative that achieves equivalent consumer clarity, ensure that the advert contains audible words “ATOL protected” and that the ATOL protected logo and ATOL number are shown during the broadcast.

### **AST1.4**

The ATOL holder must ensure that the consumer is appropriately advised of:

- (a) the ATOL holder’s name, or its trading name notified to the CAA; and
- (b) the fact that the booking is authorised under the ATOL holder’s ATOL number and is protected under the ATOL scheme, as set out in the ATOL Certificate to be supplied, immediately before it enters into a contract for a licensable transaction but after the consumer has chosen a flight and all other elements to be purchased. In this AST a consumer has chosen a flight when the date, origin, destination, time, airline operator (and flight number where known) of each flight have been determined.

### **AST1.5**

The ATOL holder must ensure that:

- (a) the terms and conditions upon which the ATOL holder (or its agent or AB member on its behalf) enters into a licensable transaction;
- (b) the terms and conditions which the ATOL holder (or its agent or AB member on its behalf) holds out as terms upon which it will enter into a licensable transaction; and
- (c) any receipts or invoices supplied by the ATOL holder, its agent or its AB member for a licensable transaction; each contain the ATOL holder’s name as shown on its ATOL (or trading name notified to the CAA), ATOL Number and a statement in the following form:  
“Your Financial Protection When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists the flight, accommodation, car hire and/or other services that are financially protected, where you can get information on what this means for you and who to contact if things go wrong.”

### **AST1.6**

- (a) Where the information entered on an ATOL Certificate changes more than 72 hours before the consumer is due to depart from the UK, the ATOL holder must (and the ATOL holder must ensure its agents and AB members) supply a new ATOL Certificate containing the up to date information to the consumer and update this information on its business systems.
- (b) Where the information in (a) changes less than 72 hours before the consumer is due to travel the persons in (a) must update and record those changes on their business systems.

### **AST1.7**

Where the ATOL holder has a contractual or statutory obligation (including as a Flight-Plus arranger) to provide a flight (and where applicable other travel services) to a consumer whether concluded direct or through an agent or AB member, the ATOL holder must ensure the terms of its agreement with its consumer require the consumer to accept and agree that, if the ATOL holder fails, services to be provided by the ATOL holder pursuant to a licensable transaction may be provided by another ATOL holder or the consumer may be required to claim a refund under the ATOL scheme by including in its terms of business with consumers the term that: “We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder.

However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).”

#### **AST1.11**

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

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

Note: Prior to 1 October 2012, the requirement to include the Unique Reference Number of the relevant ATOL Certificate only applies if an ATOL Certificate in the form and content referenced by paragraph 1 of Section 1.3 of the ORS3, has been issued to the consumer. Where an ATOL holder sells a package via an agent or AB member, whether or not that agent or AB member arranges a Flight-Plus incorporating that package, the ATOL holder must supply the Confirmation to the agent or AB member, who must supply it to the consumer. The Confirmation must be sent to the consumer in order that it is received within 3 days of payment by the consumer being accepted. AST1.12 If any of the information on the ‘Confirmation’ changes the ATOL holder must produce a revised Confirmation which must be received by the consumer as soon as possible. The Confirmation must make it clear that it is a revised Confirmation. AST1.13 ATOL holders must ensure that it is a term of their agreement with their consumer that:

(a) money accepted by their agent or AB member from the consumer is held by that agent or AB member on behalf and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent or AB member’s obligation to pay it to the ATOL holder for so long as the ATOL holder does not fail; and (b) if the ATOL holder fails, any money held at that time by the agent or AB member, or subsequently accepted from the consumer by their agent or AB member, is and continues to be held by that agent or AB member on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to the principal ATOL holder

#### **Agency Term 2.2**

The agent must at all times identify the selling, protecting principal ATOL holder on all publicity material (including websites and brochures) that identify a flight or flight inclusive package or Flight-Plus which the agent is holding out it can make available to consumers.

#### **Agency Term 2.3**

If the agent produces a receipt for money paid by a consumer the agent must identify which part of that money is protected by the principal ATOL holder’s ATOL and which, if any, is not.

#### **Agency Term 3**

The agent will, if requested by the CAA, report to the principal ATOL holder the unique reference number of each ATOL Certificate supplied by it, along with the corresponding principal ATOL holder’s reference number, where it acts as agent for the principal ATOL holder and where the transaction with the consumer was a Flight-Only or a package. If requested to do so by the CAA at any time, and including after the failure of the principal ATOL holder, the agent will provide this information to the CAA.

#### **Agency Term 4**

The agent will provide any information requested by the principal ATOL holder necessary to enable the principal ATOL holder to comply with the ATOL Standard Terms or any term of its ATOL.

**Agency Term 5**

Any payment received by the agent from consumers, for services owed by the principal ATOL holder to the consumer, is received and held by the agent on behalf of and for the benefit of the Trustees of the Air Travel Trust but subject to the agent's right and obligation to make payment to the principal ATOL holder for so long as the principal ATOL holder does not fail. If the principal ATOL holder fails the agent confirms it will continue to hold consumer payments on behalf of the Trustees of the Air Travel Trust and without any right or obligation to pay the same to the principal ATOL holder.

**Agency Term 6**

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

Where an agent receives any revised Confirmation from the principal ATOL holder, it will immediately pass it to the consumer by the specified method. Note: The specified method means:

(a) in the case of a person who is present, providing the Confirmation to that person at the time such payment is made;

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

(c) in the case of a person who makes a booking by telephone, either the method specified in sub-paragraph

(b) or immediately posting the Confirmation to that person.

**Agency Term 7**

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

**Agency Term 8**

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

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

(b) the ATOL Certificate unique reference numbers\* issued by that agent which apply to that failed ATOL holder, in a form acceptable to the CAA

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

**Agency Term 9**

The rights of the CAA and the Trustees of the Air Travel Trust to enforce any obligations under this agreement on either party are not excluded. For the avoidance of doubt, they may be enforced by the CAA and the Trustees of the Air Travel Trust.

**Agency Term 10 EITHER**

A) An agent is not permitted to appoint a sub-agent to perform its obligations as an agent of the principal ATOL holder on the agent's behalf.

**OR**

B) 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 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 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 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 a 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 as terms of the agency agreement between the principal ATOL holder and the agent.

### **General**

#### **1. APPOINTMENT**

- (i) By this Agreement the Principal appoints the Agent as its non-exclusive Agent for the retail sale of the Principals Travel Arrangements within the United Kingdom.
- (ii) The Agent accepts its appointment and agrees to:
  - (a) sell the Principals Travel Arrangements; and
  - (b) give advice to each customer regarding the suitability for that customer's purposes of any of the Principals Travel Arrangements as necessary; and
  - (c) perform the obligations set out in this agreement

#### **2. TERM**

This Agreement shall come into force on the date of receipt of this Agreement and shall continue indefinitely, unless terminated earlier in accordance with the provisions of Clause 7 below.

The Agent accepts all the terms without variation 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 this agreement.

The terms of this 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 the Principal ATOL Holder. Principal ATOL holders and their agents cannot agree whether in writing, by conduct or otherwise any terms which contradict or purport to contradict the terms managed by the CAA.

These Agency terms remain binding on the agent even if the Principal ATOL holder has failed. 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.

#### **3. ENTIRE AGREEMENT**

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

#### 4. DUTIES OF THE AGENT

The Agent agrees to:

(i) *Sales promotion*

Promote and use its reasonable endeavours to increase sales of the Principals Travel Arrangements to existing and potential customers. The agent must at all times identify the selling, protecting principal ATOL holder on all publicity material (including websites and brochure) that identify a flight or flight inclusive package or Flight Plus which the agent is holding out it can make available to consumers

(ii) *Monies held*

Any payment received by the Agent from consumer, 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 for so long as the Principal 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

(iii) *Collection of Deposit*

- (a) Ensure that a deposit is taken or, in the case of a late booking within the balance due date, the full cost of the Travel Arrangements, before confirming the booking with the Principal; and
- (b) Thereafter, keep safe the signed booking form for at least 2 years and to provide on request, copies of the same to the Principal at any time within that period;

(iv) *Booking conditions*

Ensure that the customer is referred to the booking conditions in the before any booking is taken by the Agent and clearly state that it acts as agent for the Principal providing the consumer with the Principals name and ATOL number and ensure these appear on all relevant documentation

(v) *Insurance*

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

(vi) *Amendments notified by Principal*

Notify the first-named customer on the booking form immediately in writing (and by telephone if notification occurs less than 14 days before departure) of all corrections and amendments advised by the Principal (whether advised by the Principal in writing or orally) in respect of that customer's booking;

(vii) *Special requests*

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

(viii) *ATOL documentation*

Where the agent makes available a package as agent of the Principal, the agent must obtain a Confirmation from the Principal and pass it immediately to the consumer by the specified method. Where the Agent receives any revised Confirmation from the Principal it must immediately pass it to the consumer by the specified method. The specified method means:

- (a) In the case of a person who is present, providing the Confirmation to that person at the time such payment is made;
- (b) In the case of a person who is not present, immediately sending to that person the Confirmation by email or some other equivalent electronic means;
- (c) In the case of a person who makes a booking by telephone, either the method specified in (b) above or immediately posting the Confirmation to that person
- (d) In all cases, notify the Principal and give sufficient information to enable the issue of an ATOL Certificate in accordance with the Regulations
- (e) The agent will, if requested by the CAA, report to the Principal the unique reference number of each ATOL Certificate supplied by it, along with the corresponding Principal's reference number. Where it act as agent for the Principal 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, the agent will provide this information to the CAA.
- (f) It shall be a condition of this agreement that the Principal will accept no responsibility whatsoever for any alleged failure to supply the Travel Arrangements in circumstances where the Agent fails to pass on the Principals documentation, unaltered, and in all cases, the Agent agrees to indemnify the Principal for any costs, expenses or fines incurred as a result of any failure on the Agent's part to comply with this condition

(ix) *ATOL receipt*

(a) If the agent produces a receipt for money paid a consumer the agent must identify which part of that money is protected by the Principals ATOL and which, if any, is not

(h) From the 1<sup>st</sup> October 2012 onwards only, to give to the customer a statement as follows:

Your Financial Protection

When you buy an ATOL protected flight or package from us you will receive an ATOL Certificate. This lists the flight, accommodation, car hire and /or other services that are financially protected, where you can get information on what this means for you and who to contact if things go wrong

(x) *Telephone bookings/late bookings*



Ensure that where customers make telephone bookings or book within 4 weeks of departure the steps outlined in sub-clauses (vi), (xi) and (xii) are satisfied as soon as possible after confirmation by the Principal.

In particular, the Agent shall ensure that an ATOL Certificate, from 1<sup>st</sup> October 2012 onwards and a copy of the Principals booking conditions are:

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

(xi) *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 the Principal in writing on the day on which they are received;

(xii) *Cancellation and amendment procedure*

Inform the first-named customer of any obligations to pay cancellation/amendment charges where a customer requests the cancellation or amendment of a booking.

(xiii) *Collection of monies due*

Collect from customers all deposits, balances, cancellation charges, amendment fees and all other monies payable by customers in accordance with the Principals booking conditions, but not more than 2 weeks in advance of the due date and to remit those monies as shown on the Principals confirmation invoice, cancellation invoice or amendment invoice as applicable to the Principal by their due date.

If the Agent is unable to collect the balance payment from a customer at least 8 weeks prior to departure, the Agent shall immediately send to the first-named customer a recorded delivery letter demanding settlement within 7 days of receipt. If the full balance in respect of that booking is not paid within the specified time limit, the Agent shall notify the Principal in writing, whereupon the Principal reserves the right to treat that booking as cancelled and issue a cancellation invoice;

(xiv) *Agent's liability*

The Agent shall remain personally liable to the Principal for monies which it has failed to collect in accordance with the terms of this Agreement and the Principals booking conditions, where a booking has been confirmed by the Principal without:

- (a) collecting a deposit and/or balance from the customer; 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 customer's contract with the Principal such as amendment fees;

(xv) *Complaints*

Advise the Principal immediately of any complaint by a customer in relation to the Travel Arrangements including any complaint to a Trading Standards Department or a regulatory body;

(xvi) *Duty to forward correspondence*

Forward immediately to the Principal any communication or correspondence received from a customer and to forward immediately to the customer any communication or correspondence received from the Principal; and

(xvii) *Duty not to misuse Principals name/trademark*

Not make use of the Principals name, trademarks or ATOL number except in accordance with the terms of this Agreement.

(xviii) To comply with all relevant laws and Regulations and to indemnify the Principal for any and all losses, costs or claims which arise as a result of the failure of the agent to do so. In particular, the agent 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 Principals name and number should be read as requirements to set out the agent's Principals name and ATOL number. Those parts that apply appear in Schedule 1 attached

## 5. DUTIES OF THE OPERATOR

The Operator shall: -

- i) Ensure that it complies with all applicable laws, regulations, rules and codes of practice (including by way of particular note and not by way of limitation the Regulations and where applicable, the ATOL Regulations) and that all its staff are familiar with the same to the extent the work they are required to do is affected thereby.
- ii) Ensure that it provides the Agent with all information required by the Regulations to be given to any customer or potential customer at the appropriate time in whatever form the Operator considers appropriate except where such information is already known by the Agent.
- iii) Keep the Agent informed of any changes to prices, brochures and/or other materials supplied to the Agent and to any holiday by whatever means the Operator considers appropriate.
- iv) Ensure that the Agent has been advised of the current price and any significant changes of which the Operator is aware at the time affecting any particular Product(s) before confirming the same to the Agent.
- v) Advise the Agent immediately in the event of the Operator having to cancel or make significant change(s) to confirmed bookings.
- vi) Promptly advise the Agent in the event of the Operator levying a surcharge in respect of any confirmed booking.
- vii) Promptly refund to the Agent any monies due to the customer for whatever reason once received from the supplier concerned if applicable. For the

avoidance of doubt any refund(s) shall be less any applicable administration charge made by the Operator and / or any other sum(s) due to the Operator from the customer.

lviii) Promptly deal with any complaints received from customers and passed onto it by the Agent.

## **6. Restrictions**

The Agent shall not:-

- i) Hold itself out as an agent of the Operator otherwise than as the seller of the Products.
- ii) Appoint any sub-agents to sell the Products.
- iii) Pledge or engage the credit of the Operator.
- iv) Make any oral or written representations to any customer which are in addition to or different from those contained in the Operator's brochures and/or advertising material and/or displayed by the Operator on Internet or which are contrary to corrections or alterations previously advised by the Operator (whether written or oral).
- v) Represent to any customer that an option (i.e. a provisional reservation made by the Operator before a contract is completed) is a promise that binds the Operator.

## **7. Indemnity**

Each party shall keep the other indemnified against and in respect of the full amount of all claims, liabilities, demands, damages, costs (including legal costs), expenses, losses, fines and all other sums of whatever nature which that other party incurs or becomes liable for as a result of the act(s) and/or omission(s) of the party at fault committed in breach of and/or outside the scope of this Agreement.

## **8. Customer Insurance**

For all bookings of inclusive holiday arrangements, the Agent shall not accept a booking unless it considers that the customer is adequately protected any insurance cover for medical and repatriation expenses for the full holiday period as well as against cancellation charges from the time of booking as a minimum. The Agent shall make enquiries of the customer to satisfy itself that insurance with a level of cover at least as good as that offered by the Operator has been taken out prior to booking and if not so satisfied shall require that customer takes out that level of insurance. Where the Agent is satisfied that insurance has been taken out with another company it shall note the name of that company and the policy number on the Operator's booking form and the name of that company on Internet where the booking is effected via Internet.

For bookings comprising or including scheduled flight(s) which the Operator sells as agent for the scheduled airline(s) concerned, the Operator may, in accordance with the requirements of the Civil Aviation Authority, arrange insurance cover to protect the customers concerned against the risk of financial failure of the scheduled airline(s) involved. The cost of the said insurance (as advised by the Operator from time to time) must be obtained by the Agent from all customers concerned at the time of booking. If not so obtained, the Agent must pay the said cost personally.

Payment for the said insurance (whether paid by the customer(s) concerned or the Agent) must be made with the first payment (deposit(s) or full payment, as applicable) remitted to the Operator for the booking in question.

## **9. Late Bookings**

For all late bookings, full payment (in a form acceptable to the Operator) must be obtained from the customer at the time of booking and by confirming a late booking, the Agent warrants that full payment in the agreed form has been received.

## **10. Amendments and Cancellations**

The Agent must ensure that all requests by the customer to change and/or cancel bookings are made in writing and signed by the Lead Customer. The Agent shall deal with all changes and cancellations in accordance with the procedure(s) notified by the Operator from time to time. The Agent shall immediately inform the Operator of any cancellation or change. The Agent shall further immediately inform the customer(s) concerned of any obligation to pay cancellation, amendment or other charges.

## **11. Payments**

In respect of any booking of any flight(s) and/or air inclusive services which the Operator sells in its capacity as holder of its own Air Travel Organiser? Licence, all monies received by the Agent from any customer under or in contemplation of a contract with the Operator relation to that booking shall be held by the Agent on express trust for the Operator until such monies are paid to the Operator or refunded to the customer.

Except as provided by clause 12 above, all monies received by the Agent from any customer(s) under or in contemplation of a contract with the Operator shall be held by the Agent on trust for the customer(s) until the Operator confirms the booking and a binding contract comes into existence in accordance with the Operator? booking conditions. Immediately on the coming into effect of the contract between the Operator and the customer(s) concerned, the Agent shall from then on hold all such monies together with all monies subsequently received from the customer(s) in relation to that contract on express trust for the Operator who shall be absolutely entitled thereto.

The Agent shall ensure that all monies (including uncleared funds) which are at any time held by the Agent on behalf of the Operator (whether pursuant to Clause 12 or 13 above or otherwise) shall, immediately on receipt or on becoming the property of the Operator (if later) be paid or transferred into a separate bank or building society account. Only monies, which are held by the Agent on behalf of the Operator, shall be credited to the said account, which shall be designated as Travelpack Marketing, and Leisure Services Limited Trust Account

Notwithstanding any provision to the contrary in this Agreement (including any schedule(s) hereto), the Operator (or its liquidator, administrator or receiver as appropriate in the event of the Operator being the affected party) shall be entitled to immediate payment of all sums held by the Agent on its behalf on either party becoming insolvent or being unable to pay its valid debts as they fall due or suspending, ceasing or threatening to suspend or cease to carry on its business (other than for the purpose(s) of reorganization without insolvency) or on the appointment of any administrative or other receiver.

Payment of all monies due to the Operator from the Agent shall be made in accordance with the provisions contained in the second schedule hereto.

The Operator shall be entitled to require the Agent to make payment of monies due to it by any reasonable method as the Operator may from time to time specify (including by way of example and not by way of limitation, direct debit from the Agent? bank account). The Operator shall be entitled to change the method of payment designated by it at any time on giving the Agent not less than 7 days notice in writing. The Agent shall provide full cooperation to enable the Operator

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

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

## **12. Internet or CRS**

The Operator will allow the Agent access to the Operator's computerised reservations system via Internet or CRS for the purpose of providing its customers with an instant enquiry and booking service subject to the following conditions: -

The Agent shall: -

- i) Ensure all its staff who have access to Internet are properly and sufficiently trained in its use and are competent to give and do give a complete, clear and accurate interpretation of all relevant information and data appearing on Internet/ CRS to all customers and prospective customers.
- ii) Ensure the confidentiality of all passwords which give access to Internet /CRS including changing the same at regular intervals and after any member of staff leaves.
- ii) Advise the Operator immediately the Agent has any reason to suspect there may be a problem with or misuse by any person of the Internet / CRS system.
- iv) Keep the Operator indemnified in accordance with clause 7 hereof in the event of any misuse of the Internet / CRS system by the Agent and/or any person(s) under the Agent's control.

## **13. Collection of Monies**

The Agent shall be responsible for the collection of all deposits, insurance premiums, balances and other monies payable by customer(s) or otherwise due to the Operator in accordance with the Operator's terms and conditions of business.

If the Agent has been unable to collect any balance or other payment due by the Balance Due Date the Agent must immediately send the Lead Customer a letter by first class Recorded Delivery demanding settlement of the balance due within 7 days. In the event of payment not being received within that time the Agent shall immediately so notify the Operator first by telephone and then in writing and provide evidence that the appropriate letter was sent. The Operator shall then decide whether or not it wishes to exercise its own right to cancel the booking.

## **14. Personal Liability of the Agent**

The Agent shall be personally liable to the Operator for monies it should have but failed to collect from customers in the following circumstances:-

- (i) All applicable deposits where the Agent has confirmed the booking.
- (ii) Amendment charges where the amendments have been confirmed by the Operator.

- (iii) The total price in the case of a late booking where the Agent has confirmed the same.
- (iv) All insurance payments due pursuant to clause 9 above.

## **15. Commission**

The Agent shall become entitled to commission on a booking immediately following receipt of the Operator's Confirmation and Invoice at the rate specified in the third schedule hereto (the Third Schedule or such other rate as is agreed in writing on all items shown on such invoice except for levies or taxes raised by any government or public authority and any items which the Operator and the Agent have previously agreed will not be subject to the payment of commission. The Agent shall only be entitled to deduct the commission due to it from the balance of the price due when received from the customer unless otherwise agreed with the Operator.

The Agent's entitlement to commission shall lapse (and if already paid must be repaid) if a customer cancels his holiday (either directly or by the Operator exercising his right to cancel following default in payment by the customer). However the Agent will be entitled to commission at the rate specified in the Third Schedule on cancellation charges other than and excluding forfeited deposits payable by a customer provided the Agent has collected them. For the avoidance of doubt no commission shall be payable in relation to forfeited deposits or that part of any cancellation charge, which equates to the full amount of the applicable deposits(s).

The Agent's entitlement to commission shall lapse (and if already paid must be repaid) in the event of the Operator having to cancel any confirmed booking for any Product(s) or any customer cancelling a confirmed booking for any Products due to the Operator making a significant change (as defined in the Operator's applicable booking conditions) to the said booking, in either case as a result of unusual and unforeseeable circumstances beyond the Operator's control the consequences of which could not have been avoided even with all due care. Where the Operator makes any refund(s) to any customer(s) in respect of any Product(s) which has not been used, the Agent shall only be entitled to commission on any applicable charge levied by the Operator and any commission which has been paid in respect of the Product(s) in excess of this amount must be repaid.

## **16. Ticket Stocks**

Any tickets and equipment supplied to the Agent by Travelpack in respect of the Agency shall at all times remain the property of Travelpack.

The Agent shall maintain strict security arrangements for the storage and use of ticket stocks and the use of any ticket printer supplied to the agent so as to safeguard against loss, damage, theft or fraud. Travelpack shall provide all reasonable advice and assistance to the Agent in relation to security but failure to provide such advice and assistance shall in no way affect the Agent's obligations under this clause.

The Agent shall forthwith notify of any loss, damage, theft or fraud involving Travelpack's tickets, which comes to the attention of the Agent. The Agent shall co-operate with Travelpack to minimize any loss arising from any such events notified to Travelpack.

In the event of failure by the Agent to maintain strict arrangements as required under the ticket stocks clause, Travelpack shall have the right to require the Agent to pay Travelpack on demand an amount equal to the value of any tickets which are lost or stolen or which for any other reason are outside the control of the Agent and which may be used without Travelpack's authority, such value to be determined by the Airlines. The Agent will be repaid promptly if subsequently any lost tickets are recovered unused.

## VAT

The Agent shall inform the Operator immediately of any changes that occur in the Agent's Value Added Tax registration number or liability to register or de-register for Value Added Tax to its commission provided it complies with all applicable laws, regulations, rules and codes of practice.

## 17. 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 serious breach of this Agreement or fails to remedy to the satisfaction of the non-breaching party, within 7 days of receiving a written request to do so, any other breach of this Agreement; or
  - (b) 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.
- (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.
- (iv) If this Agreement is terminated for any reason save those set out at sub-clauses (iii)(a), (b) and (c), the termination shall not apply (at the Principal's discretion) in relation to bookings confirmed by the Principal 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.

## 18. Change of Ownership or Management of the Agent

The Agent shall immediately notify the Operator in writing of any actual or proposed major change(s) in the ownership and/or management of the Agent (including, for the avoidance of doubt, any change of partner(s), director(s), holder(s) of 10% or more of the Agent's paid up share capital where the Agent is a limited company and/or company secretary). The Agent shall further promptly provide all information in relation to any such change(s) as the Operator may require. The Operator shall be entitled to terminate this Agreement immediately upon giving the Agent notice in writing in the event that any such change is unacceptable to the Operator.

**19. FAILURE OF PRINCIPAL**

Immediately upon the failure of the Principal, 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 to consumers, and
- (b) from 1<sup>st</sup> October 2012 the ATOL Certificate unique reference numbers issued by the agent which apply to that failed Principal, in a form acceptable to the CAA

**20. THE CAA**

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 Air Travel Trust.

**21. VARIATION**

Save where otherwise provided or agreed between the Parties, the Operator shall be entitled to add to and/or amend this Agreement by giving the Agent not less than 14 days notice in writing. The notified addition(s) and/or amendment(s) shall automatically take effect on the first occasion after the expiry of the said 14 days notice on which the Agent seeks to confirm a booking with the Operator.

**22. ASSIGNMENT AND SUB SALES**

Neither party may assign the benefit of this Agreement without the prior written consent of the other. The Agent is not permitted to appoint sub agents to perform its obligations as agent of the Principal on the Agent's behalf

**23. NOTICES**

Any notice required to be given under this Agreement shall be sent by email, or first class post to the addresses shown above or as agreed between the parties

**24. 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.

Signed on behalf of the Principal by

.....

Signed on behalf of the Agent by

.....



## SCHEDULE ONE

Parts of AST1 that apply to agents are set out below (for the avoidance of doubt AST1.8-AST1.10 do not apply to agents):

### Interim AST A

Until 1 October 2012, ATOL holders must not (and ATOL holders must ensure their agents and Accredited Body (AB) Members do not) supply an ATOL Certificate in the form and content referenced by paragraph 1 of Section 1.3 of the Official Record Series 3, unless the ATOL holder has permission from the CAA. Such permission will be given once the CAA is satisfied that the ATOL holder, its agents and its Accredited Body members, is competent (taking into account its business systems and any other relevant factor) to supply ATOL Certificates in that form.

### Interim AST B

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

- (a) the statement required by AST1.1 must not be made.
- (b) the statement required by AST1.2 must not be made.
- (c) the information to be provided to consumers before a contract is concluded in accordance with AST1.4(b) is only "the fact that the booking is authorised under the ATOL holder's ATOL number and is protected under the ATOL scheme" and is not as set out in AST1.4(b).
- (d) the statement to be included in ATOL holder's terms and conditions of booking, information relating to payment requests (Invoices) and information relating to payment acknowledgement (Receipts), as set out in AST1.5 must not include the financial protection statement set out in AST1.5.
- (e) AST1.6 does not apply.
- (f) the statement required by AST1.7 must not be included and the following statement must be included "We, or the suppliers of the services you have bought, will provide you with the services you have bought (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable)."
- (g) AST1.9 does not apply.
- (h) the obligation to include the Unique reference number on the relevant ATOL Certificate in AST1.11 does not apply
- (i) AST5.1(h)(i) and (iii) does not apply

### AST1.1

The ATOL holder must ensure that:

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

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

is stated clearly on all publicity material (including websites and brochures).

### AST1.2

If some products listed in publicity material (including websites and brochures) are not ATOL protected, then the following statement should be stated clearly on all publicity material:

“Many of the flights and flight-inclusive holidays [in this brochure] [on this website – as appropriate] are financially protected by the ATOL scheme. But ATOL protection does not apply to all holiday and travel services listed [in this brochure/on this website]. Please ask us to confirm what protection may apply to your booking. If you do not receive an ATOL Certificate then the booking will not be ATOL protected. If you do receive an ATOL Certificate but all the parts of your trip are not listed on it, those parts will not be ATOL protected. Please see our booking conditions for information, or for more information about financial protection and the ATOL Certificate go to: <http://www.atol.org.uk>”

#### AST1.3

ATOL holders that advertise ATOL protected products in broadcast media (television/radio/cinema etc.) must, unless the CAA agrees an alternative that achieves equivalent consumer clarity, ensure that the advert contains audible words “ATOL protected” and that the ATOL protected logo and ATOL number are shown during the broadcast.

#### AST1.4

The ATOL holder must ensure that the consumer is appropriately advised of: (a) the ATOL holder’s name, or its trading name notified to the CAA; and (b) the fact that the booking is authorised under the ATOL holder’s ATOL number and is protected under the ATOL scheme, as set out in the ATOL Certificate to be supplied, immediately before it enters into a contract for a licensable transaction but after the consumer has chosen a flight and all other elements to be purchased. In this AST a consumer has chosen a flight when the date, origin, destination, time, airline operator (and flight number where known) of each flight have been determined.

#### AST1.5

The ATOL holder must ensure that:

- (a) the terms and conditions upon which the ATOL holder (or its agent or AB member on its behalf) enters into a licensable transaction;
- (b) the terms and conditions which the ATOL holder (or its agent or AB member on its behalf) holds out as terms upon which it will enter into a licensable transaction; and
- (c) any receipts or invoices supplied by the ATOL holder, its agent or its AB member for a licensable transaction; each contain the ATOL holder’s name as shown on its ATOL (or trading name notified to the CAA), ATOL Number and a statement in the following form:

“Your Financial Protection When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists the flight, accommodation, car hire and/or other services that are financially protected, where you can get information on what this means for you and who to contact if things go wrong.”

#### AST1.6

- (a) Where the information entered on an ATOL Certificate changes more than 72 hours before the consumer is due to depart from the UK, the ATOL holder must (and the ATOL holder must ensure its agents and AB members) supply a new ATOL Certificate containing the up to date information to the consumer and update this information on its business systems.
- (b) Where the information in (a) changes less than 72 hours before the consumer is due to travel the persons in (a) must update and record those changes on their business systems.

#### AST1.7

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

“We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative

(at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).”

#### AST1.11

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

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

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

Where an ATOL holder sells a package via an agent or AB member, whether or not that agent or AB member arranges a Flight-Plus incorporating that package, the ATOL holder must supply the Confirmation to the agent or AB member, who must supply it to the consumer.

The Confirmation must be sent to the consumer in order that it is received within 3 days of payment by the consumer being accepted.

#### AST1.12

If any of the information on the ‘Confirmation’ changes the ATOL holder must produce a revised Confirmation which must be received by the consumer as soon as possible. The Confirmation must make it clear that it is a revised Confirmation.

#### AST1.13

ATOL holders must ensure that it is a term of their agreement with their consumer that:

(a) money accepted by their agent or AB member from the consumer is held by that agent or AB member on behalf and for the benefit of the Trustees of the Air Travel Trust at all times, but subject to the agent or AB member’s obligation to pay it to the ATOL holder for so long as the ATOL holder does not fail; and

(b) if the ATOL holder fails, any money held at that time by the agent or AB member, or subsequently accepted from the consumer by their agent or AB member, is and continues to be held by that agent or AB member on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to the protecting Principal ATOL holder

## **SCHEDULE 2**

### **The Second Schedule**

#### **[Version A ABTA credit agent]**

On the first day of each month the Operator will dispatch a statement to the Agent (which at the Operator? option may be sent to the Agent? head office where the Agent has more than one branch or trading address). This statement will set out all payments due to the Operator from the Agent at that date including deposits for all bookings taken since the date of the last such statement and the balances due in respect of all holidays with departure dates of eight weeks or less ahead of the date of the particular statement. The Agent must ensure that any queries in

relation to the said statement are raised not later than the 5th day of the month in question. Payment in full in respect of the amount shown on the statement must be received by the Operator not later than the 15<sup>th</sup> day of the month in which the statement is received.

**Version B non-credit agent tickets released  
on receipt by the Agent of all monies due to the Operator]**

- i) Immediately on the coming into effect of a contract between the Operator and the customer, the Agent shall remit all monies then held immediately to the Operator. The Agent shall further remit all monies subsequently received from the customer to the Operator immediately upon receipt.
- ii) Subject to the Agent warranting to the Operator that it has received full payment of all monies due in relation to any particular booking, the Operator may, by way of concession from its normal terms of business, release tickets and other travel documents relating to that booking to the Agent or the customer prior to receipt by the Operator of all monies due to it. The Operator shall be entitled to terminate this concession at any time on giving the Agent not less than fourteen days notice in writing. Where tickets and other travel documents are released prior to receipt by the Operator of all monies due to it, the Agent shall be personally liable to the Operator for all monies due to the Operator in relation to that booking.
- iii) Where the Agent accepts a booking 14 days or less before departure, it must obtain payment of all sums due in cash or by credit card unless otherwise agreed by the Operator in writing.

**[Version C non credit agent all monies remitted  
to the Operator immediately upon receipt]**

- i) Immediately on the coming into effect of a contract between the Operator and the customer, the Agent shall remit all monies then held immediately to the Operator. The Agent shall further remit all monies subsequently received from the customer to the Operator immediately upon receipt.
- ii) Where the Agent accepts a booking 14 days or less before departure, it must obtain payment of all sums due in cash or by credit card unless otherwise agreed by the Operator in writing.

**The Third Schedule**  
(Rates of commission)

**The Fourth Schedule**

**Director(s) Undertaking**

I/We the Director(s), Company Secretary of the Agent, Proprietor hereby personally guarantee that I/we will pay all sums, past, present or future, at any time due, to the Operator from the Agent

on any basis whatsoever in the event of the Agent failing to pay the same strictly in accordance with the payment terms agreed between the Operator and the Agent from time to time together with all costs and expenses (including legal costs) incurred by the Operator in enforcing this Guarantee.

I/We agree that this Guarantee shall be a continuing Guarantee to the Operator for all debts due to the Operator from the Agent.

I/We acknowledge and agree that the Operator shall be entitled to enforce this Guarantee against me/us/any of us immediately the Agent defaults in payment as aforesaid and without the Operator being under any obligation to take any action and/or pursue any remedy against or in respect of the Agent or any other third party.

I/We further agree and acknowledge that the Operator shall be entitled to charge interest on all sums due to it from the Agent which are not paid in accordance with the agreed payment terms as aforesaid at the rate of 3% above the prevailing base rate from time to time of Barclay's Bank Plc. I/We agree and acknowledge that all such interest will fall within the scope of this Guarantee and shall be payable by me/us/ any of us in the event of this Guarantee being enforced.

I/We undertake to advise the Operator immediately in writing if I/any of us change my/our address or the capacity in which I am /any of us are involved in the Agent or if any change in the management and/or ownership of the Agent is proposed.

Where there is more than one individual giving this Guarantee, we acknowledge and agree that our obligations under this Guarantee are joint and several.

**Signed as my/our Deed: -**

**[EACH DIRECTOR AND THE COMPANY SECRETARY/PROPRIETOR MUST SIGN AND GIVE HIS/HER FULL NAME AND ADDRESS]**

(Signature)X.....	X.....
Director	Company Secretary/Director
(Full Name).....	(Full Name).....
(Address).....	(Address).....
.....	.....
(Date) .....	(Date) .....

**In the presence of :-**

(Signature of witness)	X.....
(Full Name)	.....
(Address)	.....