

AGENCY AGREEMENT

BETWEEN

- (1) (1) Sunset Travel Limited (under its incorporated or any of its trading names including "Sunset Faraway Holidays" and "Sunset Flight Club" whose registered office is at Sunset House, 6 Bedford Park, Croydon, Surrey CR20 2AP (the "**Supplier**" or, in respect of a Licensable Transaction, "**Sunset**" **License No.2886**); and
- (2) [] whose registered office is at
[]

(ABTA No: [] (the "**Agent**")

THIS AGREEMENT is made on 1st April 2015

COMMISSION

Sunset Travel Ltd trading as Sunset Faraway Holidays is pleased to pay a commission of **15%** on Packages and Accommodation (we do not mark up or pay commission on Air Taxes)

BROCHURE SUPPLIES

BP Travel Services distribute all Sunset brochures. For more supplies please visit BP TradeGate online (www.bptravelmarketing.co.uk) or email management@sunset.co.uk

1. DEFINITIONS

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

ABTA	ABTA Ltd, The Travel Association;
ABTA Single Payment Scheme	a payment processing system that allows ABTA tour operators and travel agents to make direct debiting arrangements via the online SPS system;
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;
Balance Due Date	the day on which any Client is liable to make full payment of the agreed price and shall be 8 weeks before departure (unless a different period is advised by Sunset) unless the booking is made within 8 weeks of departure (or such

other date as advised by Sunset) when the Balance Due Date shall be the day on which that booking is confirmed.

CAA	Civil Aviation Authority;
Client	any and all persons who book or purchase Travel Arrangements or any of them or on whose behalf the Travel Arrangements are booked or purchased.
Insolvent	In respect to either party (i) the taking of any action for or with a view to the making of an administration order or the appointment of an administrator in respect of either party, or (ii) the taking of any action for or with a view to the winding up , dissolution, liquidation or reorganisation of either party or (iii) either party becoming insolvent or unable to pay its debts or entering into a voluntary arrangement or other dealing with any of its creditors with a view to avoiding insolvency or (iv) an encumbrance taking possession or an administrator, receiver or manager being appointed of the whole or any material part of either parties assets.
Lead Name	the person over the age of 18 years named as the first person, who alone instructs the agent to change names, amend the booking details, or cancel the booking and who is liable for full payment of the Travel Arrangements booked and all other changes, including amendment and cancellation charges;
Licensable Transaction	an offer made by a consumer (or their agent) to purchase flight accommodation for one or more persons on a flight which is accepted by an air travel organiser and constitutes an activity in respect of which that air travel organiser is required to hold an ATOL.
Package	a package holiday as defined in the Package Travel, Package Holidays and Package Tours Regulations 1992;
Travel Arrangements	air or other transport tickets, accommodation, car hire, package holidays and any other travel services supplied by Sunset.

2. APPOINTMENT

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

3. TERM

This Agreement shall come into force on the date of this Agreement and shall continue indefinitely, unless terminated earlier in accordance with the provisions of Clause 13 below.

4. ATOL SCHEDULE OF AGENCY TERMS

- (i) In accordance with Regulation 22 of the ATOL Regulations the terms set out in Schedule 1 are included in this Agreement.
- (ii) In the event of any conflict between the clauses in the main body of this Agreement and Schedule, 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, except in respect of bookings already confirmed by Sunset before the date of this Agreement, in which case any prior agreement or arrangement shall apply to those bookings.

See also Agency Terms 1 and 11 in Schedule 1.

6. FINANCIAL PROTECTION

Sunset confirms that the arrangements for the protection of consumers' monies with respect to Sunset's products sold under this agreement are as follows:

Licensable products: protected under ATOL number 2886.

Non-Licensable packages: protected by means of a bond held by **ABTA**.

Non-package products: protected by means of a bond held by **ABTA**.

7. DUTIES OF THE AGENT

The Agent agrees to:

- (i) *Product display*

Display brochures, other promotional material, adverts or products supplied to it by Sunset in its premises or on its website as appropriate;

(ii) *Sales promotion*

Promote and use its reasonable endeavours to increase sales of Sunset's Travel Arrangements to existing and potential clients;

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

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

Dedicated publicity material means that on which the Agent holds itself out as being able to make available the Travel Arrangements as Agent for Sunset. Relevant documents mean those issued by the Agent that form or evidence the formation of a contract between the client and Sunset.

See also Agency Terms 2.1 and 2.2 in Schedule 1.

(iv) *ATOL Certificates*

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

(b) Supply the ATOL Certificate within the required timescale:

- In the case of a person who is present, providing it to that person at the time payment is made;
- In the case of a person who is not present, immediately sending it to that person by email or some equivalent electronic means;
- In the case of a person who makes a booking by telephone, immediately sending it by email or equivalent electronic means, or immediately posting it to that person.

(c) Create an ATOL Certificate, using the correct form and correctly completing all required information, and provide it to the client in accordance with sub-paragraph (b) above, and immediately notify Sunset that this has been done and provide a copy to Sunset.

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

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

(v) *Booking form and payment*

(a) As we do not require signed booking form, please ensure that the booking is made in the Lead Name and a deposit of £150 per person (except Villas, Tours & Tailor Made Special Tours), where between 10% and 50% of the total holiday cost is required, or where the flight cost may become due immediately to fulfil ticketing deadlines or in high season payment becomes due earlier 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 Sunset the principal ATOL holder; and

- (b) Upon receipt of the Confirmation, please ensure to alert us immediately should any aspect of the booking details or passenger information being incorrect;

(vi) *Booking conditions*

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

(vii) *Receipts and Confirmations*

Provide the Lead Name with

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

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

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

"Your Financial Protection

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists 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."

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

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

(viii) *Insurance*

As the Principle ATOL holder, we expect you 'The Agent' to have either sold or recommended adequate Travel Insurance Cover to the client's holiday before the time of entering into a contract with Sunset.

- (ix) *Amendments notified by Sunset*
- (a) Notify the Lead Name immediately in writing and by telephone if notification occurs less than 14 days before departure) of all corrections and amendments advised by Sunset (whether advised by Sunset in writing or orally) in respect of that client's booking;
 - (b) Ensure that any instructions regarding written amendments to Sunset's brochures, promotional material or other documentation held by the Agent are acted upon expeditiously.
- (x) *Special requests*
- (a) Ensure that when a client makes a special request in respect of a booking, this request is promptly and accurately notified to Sunset in writing; and
 - (b) Undertake not to make any verbal or written assurances to a client that any special request shall be complied with;
- (xi) *Telephone bookings/late bookings*
- Ensure that where clients make telephone bookings or book late the steps outlined in sub-clauses (v), (vi), and (vii) are satisfied as soon as possible after confirmation by Sunset.
- In particular, the Agent shall ensure that a copy of Sunset's booking conditions is:
- (a) delivered to the Lead Name in person; or
 - (b) sent to the Lead Name's address no later than the next working day;
- (xii) *Notification of cancellation and amendment requests by clients*
- Ensure that all requests by a client to amend or cancel a booking are passed on to Sunset in writing on the day on which they are received;
- (xiii) *Cancellation and amendment procedure*
- Inform the Lead Name of any obligations to pay cancellation/amendment charges where a client requests the cancellation or amendment of a booking.
- (xiv) *Collection and remittance of monies due*
- (a) (i) Collect from clients all deposits at the time of booking, balances by the Balance Due Date, cancellation charges, amendment fees and all other monies payable by clients in accordance with Sunset's booking conditions [as published from time to time] and to remit those monies as shown on Sunset's confirmation invoice, cancellation invoice or amendment invoice as applicable to Sunset by their due date.

(ii) If the Agent is unable to collect the balance payment from a client by the Balance Due Date, the agent shall immediately notify the Accounts Department (accounts@sunset.co.uk) in writing, whereupon Sunset reserves the right to treat that booking as cancelled and issue a cancellation invoice.

(iii) Where any balance due to Sunset is collected by the Agent within 56 days of the departure date, the Agent must ensure the Clients payment is in cash or by valid credit card or other cleared funds and not by cheque.

(iv) Once a confirmation or final invoice has been issued by Sunset in respect of any booking the Agent shall immediately pay to Sunset any and all monies received by the Agent in respect of such booking and forward with such payment a copy of the confirmation invoice.

(v) Sunset shall be entitled to require the Agent to make payment of monies due to it by any reasonable method as Sunset may from time to time specify on giving the Agent no less than 28 days' notice in writing.

(vi) Save where otherwise agreed Sunset shall only be obliged to issue tickets or other vouchers after receipt of the full amount due to it in respect of Travel Arrangements in question. In addition the exact time of issue shall be entirely at Sunset's discretion.

(b) The Agent shall not release to the client any tickets, vouchers or coupons until correct payment has been received from the client.

(c) Where Applicable the Agent agrees to remit monies due to Sunset by way of the ABTA Single Payment Scheme (SPS).

(xv) *Agent's liability*

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

- (a) collecting a deposit and/or balance from the client; or
- (b) collecting the total cost of the Travel Arrangements in the case of a late booking; or
- (c) collecting any other sums due under the client's contract with Sunset such as amendment fees;
- (d) the total holiday price for late booking and late availability bookings where the Agent has confirmed the same to Sunset.
- (e) the appropriate cancellation charge where Sunset exercises its right to cancel for non-payment by the Client and the Agent is unable to provide evidence that it despatched a recorded delivery letter to the Lead Name 7 days before the relevant date.

(xvi) *Agent's Indemnity*

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

(xvii) *Complaints*

- (i) Use reasonable endeavours to resolve client complaints of a minor nature.
- (ii) Advise Sunset immediately of any complaint by a client in relation to the Travel Arrangements (including any complaint to a Trading Standards Department or a regulatory or trade body) that it has been unable to resolve;

(xviii) *Duty to forward correspondence*

Forward immediately to Sunset any communication or correspondence received from a client and to forward immediately to the client any communication or correspondence received from Sunset; and

(ixx) *Duty not to misuse Sunset's name/trademark*

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

(xx) *Authority*

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

(xxi) *Compliance with laws and regulations*

Comply with all relevant laws and regulations, including the Package Travel Regulations 1992, the Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012, the Consumer Protection from Unfair Trading Regulations 2007, the Data Protection Act 1998 and the ABTA Code of Conduct (including any amendments), insofar as they affect the Agent's activities. The Agent also agrees to keep Sunset indemnified against any and all loss, damage, costs or claims suffered by Sunset as a result of any non-compliance by the Agent.

(xxii) *VAT*

The Agent shall inform Sunset immediately of any changes that occur in the Agent's Value Added Tax registration number or liability to register or de-register for VAT. Failure to notify any such changes could result in fines or penalties being levied by HMRC for which the Agent accepts sole responsibility and for which the Agent will indemnify Sunset. Sunset will provide the Agent with a VAT invoice for all commission paid to the Agent by Sunset.

(xxiii) *Prohibitions*

The Agent shall not:-

- (i) purport to enter into any agreement with a Client as Agent for Sunset unless confirmed in writing by Sunset and unless in accordance with the terms and conditions set out in the relevant brochure or supplemental material or displayed by Sunset on its systems.
- (ii) Make oral or written representations to any Client which are additional to or different to Sunset's applicable brochures or advertising material or displayed on Page and Moy's systems or which are contrary to corrections or amendments previously advised by Sunset.
- (iii) Appoint any sub-agents to sell Travel Arrangements except with Sunset's express prior consent in writing.
- (iv) Pledge or engage the credit of Sunset.

8. SUNSET'S UNDERTAKINGS

Sunset hereby undertakes to:

(i) *Provision of brochures*

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

(ii) *Brochure compliance*

Ensure that all brochures and other promotional material published by Sunset comply with the requirements of civil and criminal law;

(iii) *Indemnity*

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

See also Agency Term 12 in Schedule 1.

(iv) *Confirmation of bookings*

Confirm each booking request by:

- (a) issuing a confirmation invoice to the Agent within 7 days from the date of booking; or
- (b) confirming the booking immediately on Sunset's B2B engine, if such facility is available and then complying with the provisions of sub-clause (a) above;

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

Sunset 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*

* Note: 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.

(v) *Commission*

Pay commission on each booking made by the Agent with Sunset at the rate set out at Schedule 2 subject to the following:

- (a) No commission shall be payable until Sunset has issued a confirmation invoice or confirmed the booking on Sunset's B2B engine in accordance with its booking conditions; and
- (b) No commission shall be payable if a client cancels his travel arrangements, save that the Agent shall be entitled to receive commission on any forfeit deposits or cancellation charges payable by the client, *provided* such payment has been made by that client.

The mechanism for payment of commission is as agreed between the Agent and Sunset and set out at Schedule 2 of this Agreement.

(vi) *Tickets/Vouchers*

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

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

9. PIPELINE MONEY

9.1 Any payment received by the Agent from any client for the provision of a Package or for Travel Arrangements under this Agreement ('Pipeline Money') shall be held by the Agent for the benefit of the Trustees of the Air Travel Trust but held by the Agent under the terms of Agency Term 5 set out at Schedule 1.

9.2 Provided that Sunset is not Insolvent at the time when payment of any Pipeline Money falls to be paid to Sunset under the terms of this Agreement, then the Agent undertakes as follows:-

9.2.1 Provided that Sunset is not Insolvent at the date for payment of Pipeline Money to Sunset, any money paid by a client to the Agent in connection with the sale of Packages and Travel Arrangements (or in contemplation of such payment) shall be held by the Agent in trust absolutely for Sunset from the time for accounting specified in this Agreement until satisfactory account has been made of such money to Sunset and such money shall not be applied for any purpose except payment to Sunset.

9.2.2 In the event that the Agent becomes Insolvent or is the subject of bankruptcy or insolvency proceedings or is placed in receivership or judicial administration or goes into liquidation or becomes subject to a similar legal process affecting the normal operation of the Agent or enters into an arrangement with its Creditors, or suspends or ceases to trade (or threatens to do so), or if the Agent is a member of ABTA and ceases to be a member, then notwithstanding the normal remittance procedures under this Agreement all monies due to Sunset or held by the Agent in trust in connection with this Agreement shall become immediately due and payable to Sunset by the Agent.

9.2.3 Without prejudice to the rights to Sunset, Sunset may require the Agent to pay Sunset interest on any money due but not paid over to Sunset in accordance with this clause at the rate of four percent (4%) per annum above the base rate from time to time of the Barclays Bank plc.

9.2.4 The Agent shall be entitled to and may retain for its benefit any interest earned on all money held by it in trust in accordance with this clause

10 PAYMENT

The Agent shall Pay Sunset all monies received from clients whether for deposits or balances for Packages or Travel Arrangements prior to the client's departure under the provisions of Clause 7(xiv) or as agreed.

11 CONFIDENTIALITY

The Agent will:-

- (i) Treat all information obtained concerning the future plans of Sunset as strictly confidential.
- (ii) Ensure the confidentiality of passwords (including passwords for Sunset's computerised reservation system) and change the same at frequent intervals and on any individual leaving the Agent's employment.
- (iii) Ensure that only options or confirmed bookings of genuine Clients are processed and that prospective Clients are given a complete and accurate interpretation of the information available.
- (iv) Notify Sunset immediately by telephone and confirm in writing of any matters coming to the Agents knowledge which indicate a suspected problem (including pricing) with or misuse of Sunset's booking systems.
- (v) Indemnify and hold Sunset harmless against any claims or liabilities arising from any misuse by the Agent, it's employees or persons under its control of Sunset's booking system.
- (vi) Ensure that no publicity is given by the Agent about the contents of this Agreement without the written consent of Sunset.

12 DATA PROTECTION

- (i) The Agent shall at all times comply with the Data Protection Act 1998 and in particular shall take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of personal data.
- (ii) The Agent shall permit Sunset at any time upon 7 day's written notice to have escorted access to the appropriate part of the Agent's premises, systems, equipment and facilities to enable Sunset to inspect the same for compliance with the Data Protection Act

13. TERMINATION

- (i) Either party may terminate this Agreement at any time on giving at least 28 days' written notice to the other party.
- (ii) Either party may terminate this Agreement immediately on giving written notice to the other party if:
 - (a) the other party commits any material breach of this Agreement; or
 - (b) the other party commits a breach of this Agreement and fails to remedy to the satisfaction of the non-breaching party, within 7 days of receiving a written request to do so, that breach; or
 - (c) in one party's reasonable opinion, there is any repeated or persistent failure by the other party to provide service of a sufficiently high standard to clients booking Travel Arrangements.

- (iii) This Agreement shall terminate immediately without notice if:
 - (a) the other party suspends or ceases trading or indicates that it intends to cease trading or becomes unable to pay its debts as they fall due; or
 - (b) the other party has a receiver or liquidator appointed, or passes an effective resolution for winding up (except for the purpose of amalgamation, reconstruction or reorganisation) or a Court makes an order to that effect or a similar event occurs; or
 - (c) distress or execution is levied against the property of the other party.
 - (d) the Agent ceases to be a member of ABTA (if the Agent was a member at the date of this Agreement) (without the express consent for continuation by Sunset).
- (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 Sunset's discretion) in relation to bookings confirmed by Sunset 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.

14. CONSEQUENCES OF TERMINATION

- (i) In the event of termination, the Agent shall on receipt of written request from Sunset hand over the conduct of existing bookings taken by it on behalf of Sunset, to Sunset together with all relevant booking and other forms, correspondence files, memoranda, brochures and other publicity material and the Agent shall forthwith give written notice to its customers and shall immediately remit any monies held by it on Sunset's behalf to Sunset
- (ii) Any notice of termination must be given in writing and sent by fax or first class recorded delivery post to the address given in this Agreement. If sent by fax or delivered by hand, it shall be considered served at the moment of delivery. If sent by post it shall be considered served within 48 hours of posting.

15. VARIATION

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

16. ASSIGNMENT

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

17. NOTICES

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

- (a) Sunset Travel Limited *Fax 020 8774 9944*,
- (b) email management@sunset.co.uk or
- (c) Such other address, fax number or email address as either party may from time to time notify to the other in writing.

18. 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.

19. 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.

Sunset Faraway Holidays

Signed:



Signed:

Print Name:

Hamish Kaumaya

Print Name:

Date:

1st April 2015

Date:

SCHEDULE 1

AGREEMENT BETWEEN [] AND
SUNSET TRAVEL LTD AtoI 2886 APPOINTING [
] AS SUNSET TRAVEL LTD AGENT PURSUANT TO ATOL REGULATIONS
12 AND 22

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.

Duration of Agreement

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

Extent of obligations

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

Priority of Agency terms published by CAA

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

Agency Term 1

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

The terms of the agency agreement include terms mandated by the CAA to be agreed between Principal ATOL holders and agents for Principal ATOL holders making available flight accommodation as agents of that Principal ATOL holder. Principal ATOL holders and agents cannot agree, whether in writing, by conduct or otherwise, any terms which contradict, or purport to contradict the terms managed by the CAA.

The agent must keep a copy of this agency agreement for the period it is in force and for 12 months after it expires or is terminated.

Agency Term 2

2.1 Agents must comply with all the terms of ATOL Standard Term 1 as if they applied directly to the agent and any requirements to set out the Principal ATOL holder's name and number should be read as requirements to set out the agent's Principal's name and ATOL number. That is:

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

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 ATOL logo;
- (b) For Accredited Body Members, the statement "(Accredited Body Member trading name as notified to the CAA) is an Accredited Body member of (Name of Accredited Body)", and the Accredited Body's ATOL number and the ATOL logo; and
- (c) 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/ATOL_certificate"

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

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 as soon as possible and update this information on its business systems.

Where the information entered on an ATOL Certificate changes less 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) update and record those changes on their business systems.

AST1.7A

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)."

AST1.7A2

Other than the clause required as set out in AST1.7A, the ATOL holder must not include a clause in its terms of its agreement with consumers that enables or purports to enable the ATOL holder to transfer its obligations to consumers in respect of a licensable transaction to another person (whether or not that person is an ATOL holder) without the prior agreement of the CAA.

AST1.7B Agreement with Consumer of assignment of consumer's claim where consumer receives a benefit from the Air Travel Trust

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 and the consumer receives a payment or benefit under the ATOL scheme, then receipt of such payment or benefit from the Trustees of the Air Travel Trust is in return for assignment absolutely of the consumer's claim against the ATOL holder by including in its terms of business with consumers the terms that:

"If we, or the supplier identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme"

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

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 Sunset ATOL holder.

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

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

Agency Term 3

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

Agency Term 4

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

Agency Term 5

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

Agency Term 6

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

Where an agent receives any revised Confirmation from the Principal ATOL holder, it will immediately pass it to the consumer by the specified method.

Note: The specified method means:

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

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

(c) in the case of a person who makes a booking by telephone, either the method specified in sub-paragraph (b) or immediately posting the Confirmation to that person.

Agency Term 7

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

Agency Term 8

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

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

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

Agency Term 9

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

Agency Term 10

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

Agency Term 11

If a new or revised Schedule of Agency Terms is published by the CAA in its Official Record Series 3 those new or revised terms will immediately take effect as terms of the agency agreement between the Principal ATOL holder and the agent.

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.

In accordance with 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 this additional term(s)being a term(s) or the written agency agreement between the principal ATOL holder and its agent.

The agent is reminded that he must retain the written agency agreement he has with the ATOL holder and be able to produce a copy of it, as well as the date when it was received, booked with the ATOL holder to make a valid claim under the ATOL scheme, the agent will need to provide the CAA with a copy of the written agency agreement as well as evidence of when the agency agreement (in however many parts it was received) was received.

SCHEDULE 2

BOOKING CONDITIONS

The Terms & Conditions as detailed in our brochures and on our websites apply to the Consumer & Travel Agent.

A deposit of **£150** per person (except Villas, Tours & Tailor Made Special Tours), where between 10% and 50% of the total holiday cost is required, or where the flight cost may become due immediately to fulfil ticketing deadlines or in high season payment becomes due earlier. This deposit is the client's only financial obligation until eight weeks prior to departure.

A confirmation invoice will be issued when all reservations have been made, full payment of which is due eight weeks prior to departure. If the booking is made within eight weeks of departure, full payment is required at the time of booking.

Sunset Payment Schedule:

Deposit – Due immediately when a booking is confirmed.

Balance – The balance payment is due to Sunset 8 weeks prior to departure (or earlier if advised).

Late Bookings & Full Payment** - Full payment due immediately when a booking is confirmed.

** For late bookings where Sunset has liabilities to pay suppliers and issue air tickets and the funds have not been received. Proof of client payment to you will be required.

Non-payment or late payment outside of these terms may result in the cancellation of the booking (with cancellation charges being applied), or alterations to the booking.

SELF-BILLING AGREEMENT

Under current VAT regulations it is required that you opt in to our VAT self-billing scheme. By signing this commercial agreement your travel agents are opting in to the scheme.

The self-biller (Sunset Travel Ltd trading as Sunset Faraway Holidays) agrees:

1. To issue self-billed invoices for all supplies made to them by the self-biller until further notice.
2. To complete self-billed invoices showing the supplier's name, address and VAT registration number together, as well as all the other details which make up a full VAT invoice.
3. To make a new self-billing agreement in the event that their VAT registration number changes.
4. To inform the supplier if the issue of self-billed invoices will be outsourced to a third party.

The self-biller agrees:

1. To accept invoices raised by Sunset Travel Ltd trading as Sunset Faraway Holidays on their behalf until further notice.
2. Not to raise sales invoices for the transactions covered by this agreement.
3. To notify Sunset immediately if they
A – change their VAT registration number
B – cease to be VAT registered: or
C – sell their business, or part of their business