



Dear Agency Partner,

Please find enclosed our new agent application pack. The following forms need to be completed in full and returned at your earliest convenience:

- 1) JTA Agency Agreement (except ATOL agents)
- 2) Agency Application Form
- 3) For payment by TTA TAPS & SPS no form is required, but for SPS please contact callen@abta.co.uk and copy amound@abta.co.uk.

Should you have any queries, please do not hesitate to contact Sales Support on 0121 508 5522 or email salesupport@jtatravel.co.uk.

Thank you for your interest in JTA and we look forward to working with you in the future!

Kind Regards,

JTA SALES SUPPORT

JTA Travel Group, 227 Church Road, Yardley, Birmingham, B25 8UR, Telephone 0121 508 5555 Fax 0121 605 1080
VAT No. 109 5207 85 Registered No. 460932 Alfendo Ltd





Agency Application Form

Company Name	
Number of Years Trading	
Address	
Postcode	
Telephone Number	
Key Contact Name	
Position	
Email Address	
Accounts Contact Name	
Telephone Number	
Email Address	
E-mail Address for invoices	
Company Registration	
VAT Number	
Trading Type	ATOL ABTA TTA (please circle) Trading Number:
Consortium or Group (please circle)	Global TTA/Worldchoice Advantage Hays Freedom Elite Uniglobe Other (please specify):
E-mail address for special offers	Yes No (please circle)

Please select the payment scheme that you currently (or wish to) use:

ABTA SPS TTA TAPS Credit Card

Your selected payment scheme will be subject to status. You must return the relevant payment form with this agreement (this excludes credit card payment scheme). Credit card payment will incur the following charges: Visa/Mastercard 2.5%, Amex/Diners 3% and Debit card 0.5%

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Sales Support

JTA Travel Group
227 Church Road
Yardley
Birmingham
B25 8UR

Date

Self Billing Scheme

We acknowledge receipt of the HM Customs & Excise Self Billing Notification of the Commissioners Conditions.

Under the system we raise a VAT invoice, which shows your VAT output tax, which is due to the Customs & Excise. You must not raise a VAT invoice in respect of any transactions covered by our self-billing system. The considerable benefits of self-billing saves you the need to raise and send a VAT invoice to us to claim your VAT.

We confirm our agreement to use your VAT self-billing scheme for all travel arrangement bookings made with JTA Travel. We undertake to notify you of any change in our VAT status or VAT registration number.

Name of Business	
Address of Business	
VAT Number	
ABTA Number	

Signed by _____

Position _____ Date _____

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This agreement is between the Agent and Principal appointing the Agent as the Principal's agent pursuant to ATOL Regulations 12 and 22

THIS AGREEMENT is made on the (day) of (month) 2012

BETWEEN

- (1) JTA Travel Group Ltd holder of ATOL 4110, ABTA W3438 (the "Principal"); and
- (2)whose registered office is at (the "Agent")

I. DEFINITIONS

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

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 is required to hold an ATOL

"ATOL" means Air Travel Organisers' Licence;

"CAA" means the Civil Aviation Authority

2. APPOINTMENT

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

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- (c) perform the obligations set out in this agreement

3. 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.

4. 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.





5. DUTIES OF THE AGENT

The Agent agrees to:

(i) *Sales promotion*

Promote and use its reasonable endeavours to increase sales of the Principal's 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 a 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 on the JTA website before any booking is taken by the Agent and clearly state that it acts as agent for the Principal providing the consumer with the Principal's name and ATOL number and ensure these appear on all relevant documentation

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(v) *Insurance*

Ensure that the customer is specifically advised of the insurance available to the 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;

(vii) *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 to the consumer the agent must identify which part of that money is protected by the Principal's ATOL and which, if any, is not

- (h) From the 1st 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 1st October 2012 onwards and a copy of the Principal's 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 Principal's booking conditions, but not more than 2 weeks in advance of the due date and to remit those monies as shown on the Principal's 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 Principal's 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 Principal's name/trademark*

Not make use of the Principal's 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 I 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 Principal's name and ATOL number. Those parts that apply appear in Schedule I attached

6. THE PRINCIPAL'S UNDERTAKINGS

The Principal hereby undertakes to:

- (ii) *Brochure compliance*

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

- (iii) *Indemnity*

Hold the Agent indemnified against any liability arising from the failure of the Principal to comply with the provisions of sub-clause (ii) above;

- (iv) *Confirmation of bookings*

Confirm each booking request by:

- (a) issuing a confirmation invoice by e-mail or by post to the Agent in accordance with the terms of the ATOL Regulations and the terms of the Principal's ATOL immediately or
- (b) confirming the booking immediately on the website or through its call centre and then complying with the provisions of sub-clause (a) above; and
- (c) in all cases issuing, from 1st October 2012 onwards, an ATOL Certificate





(v) *Commission*

Pay commission on each booking made by the Agent with the Principal at an agreed rate, subject to the following:

- (a) No commission shall be payable until the Principal has issued a confirmation invoice or confirmed the booking in accordance with its booking conditions; and
- (b) The commission payable for each booking shall be calculated by JTA Travel on the Agent's copy of the client invoice which will show the amount due to JTA less the commission earned by the Agent.

All payments in respect of the Principal's Travel Arrangements sold by the Agent shall be made in accordance with the agreed arrangements by, BACS, CHAPS, SPS, TAPS, credit or debit card and no other method of payment shall be acceptable without prior written consent.

(vi) *Tickets/vouchers*

Issue and dispatch tickets and/or vouchers to the Agent by e-mail or the Agent's address in accordance with airline contracts.

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

7. 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.

8. 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 1st 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





9. 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.

10. VARIATION

The terms of this Agreement may only be varied in writing, however, 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 this agreement.

11. 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

12. 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

13. 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 ASTI that apply to agents are set out below (for the avoidance of doubt ASTI.8-ASTI.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 ASTI.1 must not be made.
- (b) the statement required by ASTI.2 must not be made.
- (c) the information to be provided to consumers before a contract is concluded in accordance with ASTI.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 ASTI.4(b).
- (d) the statement to be included in ATOL holder’s terms and conditions of booking, information relating to payment requests (Invoices) and information relating to payment acknowledgment (Receipts), as set out in ASTI.5 must not include the financial protection statement set out in ASTI.5.
- (e) ASTI.6 does not apply.
- (f) the statement required by ASTI.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

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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

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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>”

ASTI.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.

ASTI.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.

ASTI.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

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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

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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

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