

17th March 2017

Dear Agent,

This agreement **has got** three parts:

Page 2 – 9 are the Brightsun terms and conditions

Page 10 -15 are the Agency agreement as per CAA requirements

Page 16 – 24 are the schedule of terms as per CAA requirements

You need to complete information and sign on pages 2, 9, 15, 16, and 24.

Without the relevant sections being completed, Brightsun Travel UK Ltd will be unable to trade with your company. The agreement then needs to be scanned or posted back to us.

Yours Sincerely

Accounts Dept

NB please scan and send the completed pages 2, 9, 15, 16, and 24, to

Email : accounts@brightsun.co.uk or

Post to Brightsun Travel, 14 Hanworth Road, Hounslow, TW3 1UA

if you have any questions regarding the agreement please call during UK working hours MON-FRI on 0203 311 5098.



Brightsun Terms and Conditions

THIS CONTRACT is made on the day of _____ 20 ____

BETWEEN

BRIGHTSUN TRAVEL UK LTD

(Registered Number 2024271) ,

14 Hanworth Road, Hounslow, Middx, TW3 1UA

Referred to herewith as (“Brightsun”);

And

_____ (company name)

_____ (company registration number)

Of address

Landline number : _____

IT IS AGREED:

2 Definitions and Interpretation

- 2.1 In this Contract various words and phrases are defined in the glossary at Schedule 1.
- 2.2 Headings are for convenience only and shall not affect the interpretation of this Contract.

3 Nature of this Contract

- 3.1 This Contract enables the Agent to obtain Travel Products including, but not limited to airline fares from Brightsun for sale by the Agent acting as Brightsun's agent

4 Duration

This Contract shall come into force on the Commencement Date, notwithstanding that it may be executed after that date, and continue indefinitely until terminated in accordance with Clause 13.

5. Access to Air Fares and Travel Related Products

- 5.1 Brightsun agrees to provide the Agent with net fares from time to time on behalf of the Airlines, it represents. The Rates shall be accessible over telesales or through the trade website www.btres.com. These rates shall remain valid until such a time specified by the Airline and which remain current as at the Commencement Date.
- 5.2 Seats will be provided by Brightsun on behalf of the Airlines on certain routes, for certain prices and in certain classes, through the GDS, (which are accessible also by the Agent through btres.com, and will be subject to specific rules and restrictions all of which will be detailed in www.btres.com.
- 5.3 Brightsun may, at any time, amend or issue new air fares or withdraw all or any part of existing booked itinerary by informing the Agent of the change.
- 5.4 The Agent acknowledges that the prices of air fares appearing on the Rate Sheet(s) may be affected by items such as the future imposition of or increases in fuel surcharges, insurance charges, security charges or other taxes, fees, charges or airline surcharges of whatsoever nature. Brightsun may increase the fares at any time for any reason with immediate effect.
- 5.5 The inventory of air seats, and hotel rooms, and transfers are subject to availability. Brightsun does not guarantee that any inventory held on option will be made available.
- 5.6 For the avoidance of doubt, all air fares issued pursuant to this Contract shall be exclusive of any Travel Agent Remuneration and no Travel Agent Remuneration shall be payable on any Tickets issued pursuant to this Contract or any bookings made pursuant to this Contract.

6 Test Calling

- 6.1 Brightsun shall, from time to time, without notice and anonymously make telephone calls to the Agent and may make and keep records of them (including the name of the individual spoken to by Brightsun) and use the records for the following purposes:
 - (a) checking compliance with the Contract and notifying the Agent of compliance or any lapse or suspected lapse in compliance;
 - (b) assessing market trends and practices; and
 - (c) to identify training needs.
- 6.2 For purposes of compliance with the Data Protection Act 1998 (as amended from time to time) the Agent shall inform all of its Personnel in advance that Brightsun shall be conducting such telephone calls and the purposes to which information collected in them might be put.

7 Provision of Information

- 7.1 The Agent must provide Brightsun with the following information in respect of Seat Only bookings;
 - (a) the full name of each passenger as appears on passport;
 - (b) advise each passenger to provide all API data on applicable routes;
 - (c) if possible an e mail address and mobile telephone number for each passenger. This could be the e mail address and mobile telephone number for the Agent;
 - (d) the identity of all children under 12 years of age and the date of birth of such children; and
 - (e) any and all other information required by Brightsun and the Airlines from time to time.If Brightsun does not receive all of the details required pursuant to this Clause 7, Brightsun may cancel the Agent's bookings (without payment of compensation) and release the reserved seats.

8. Sub-Agents

- 8.1 the Agent shall only sell Brightsun's travel products directly to individual customers.
- 8.2 the Agent shall not appoint any person, firm or company to act as the sub-agent of the Agent for the sale of

Brightsun's travel products.

9 Obligations of the Agent

9.1 The Agent shall:

- (a) conduct itself in accordance with the highest business standards and not do or permit or omit to be done anything which might reflect adversely upon the business integrity or goodwill of Brightsun or any Airline;
- (b) comply with any CAA bonding requirements, all relevant legislation (including, without limitation, the Data Protection Act 1998 and the ATOL Regulations), regulations, codes of practice, guidance notes and other requirements of any relevant government or governmental agency or IATA;
- (c) hold, pursuant to the ATOL Regulations its own ATOL licence with which it shall comply at all times, and if not shall then need to sign the Agency Agreement letter also.
- (d) advise all individuals who have had
 - travel arrangements issued pursuant to this Contract:
 - (i) that they must check the relevant entry requirements for any country the individual is visiting;
 - (ii) that they must have the correct visas, passport, health certificates and other documentation for the relevant journey at the time of travel;
 - (iii) if the individual must re-confirm his/her return flight; and
 - (iv) of the particular itinerary on which the individual will travel;
- (e) collect and be liable for all taxes, fees, charges and airline surcharges of whatsoever nature in relation to air fares at the time of issuing the Tickets and reimburse Brightsun the relevant amount for any shortfall in collection in addition to paying for the relevant air fares;
- (f) not sell the seats at Seat Only Fares to a group (10 or more individuals) booked together on one flight;
- (g) **incorporate the Conditions of Carriage and all other relevant ticketing and contractual conditions and** any other conditions prescribed by the appropriate authority at the request of and for the benefit of the relevant Airline to form part of this Contract and all contracts entered into with individuals pursuant to this Contract;
- (h) keep secret and confidential all Confidential Information and shall only use or disclose such information in order to properly perform its obligations under this Contract. The Agent shall be responsible to Brightsun and the Airlines in respect of any disclosure or use of such Confidential Information by a person to whom disclosure is made. This obligation of confidentiality shall not extend to any matter which becomes part of the public domain, other than as a breach of the provisions of this Clause, or as is required to be disclosed under any applicable law or court order. This Clause shall be deemed to survive termination of this Contract.
- (i) comply with all reasonable instructions issued by Brightsun pursuant to or in connection with this Contract;
- (j) provide all reasonable assistance on enquiry or investigation by Brightsun or any Airline; and
- (k) comply with Schedule 2.

9.2 The Agent warrants to Brightsun that the ATOL number set out on the signature page to this Contract has been issued directly to it by the CAA and the ATOL licence to which it relates is in full force and effect, or if the Agent is not ATOL that the agency agreement will come into effect.

9.3 The Agent will notify Brightsun immediately in writing if it acts or omits to act in a manner which causes the Agent to breach the ATOL Regulations or its ATOL licence, or if its ATOL licence is revoked, withdrawn, or suspended or if the terms of its ATOL licence are altered in any way.

9.4 The Agent will, if requested, provide Brightsun with a copy of the annual audited accounts or such other management accounts or other information reasonably requested by Brightsun for itself, its parent or holding company and any other subsidiary of any such company.

10 Advertisements and Promotion

10.1 All promotion of the Seat Only Fares shall be subject to the following restrictions:

- (a) use of any Airline's logo, trademarks or intellectual property must be in accordance with the relevant Airline's instructions and current guidelines;
- (b) all promotional and advertising material in respect of the Seat Only Fares must comply with the rules and restrictions set out in the most recent Rate Sheet issued by Brightsun; and
- (c) the Agent shall obtain Brightsun's prior written approval to any advertising or promotion.

10.2 If Clause 10.1 is breached then, at the request of Brightsun, the Agent shall immediately withdraw any such advertisement or promotion. This is without prejudice to any other right or remedy which the relevant Airline might

have in respect of such breach.

11 Reservations and Ticketing

11.1 The Agent is responsible for making all reservations (using btres.com, Brightsun staff or a suitable GDS, or such other method notified to the Agent by an Airline or Brightsun from time to time).

11.2 The Agent shall submit an Electronic Order to Brightsun using such website, email, chat, or other method as Brightsun may operate for this purpose from time to time.

11.3 Brightsun will use its reasonable endeavours to process and issue Tickets in accordance with the Electronic Order and the relevant receipt of the Electronic Order. Tickets will be endorsed and issued as Brightsun considers it appropriate reflecting the restrictions and conditions stated on the relevant Rate Sheet and the instructions of the relevant Airline.

11.4 Subject to satisfaction of Clause 12, Tickets will be:-

- (a) Issued as E tickets, and made available on the agent website www.btres.com
- (b) sent to the Agent by first class post or electronic mail; or
- (c) if requested by the Agent, and subject to payment of any Miscellaneous Charges required by Brightsun, sent by courier.

Brightsun shall have no liability for any Losses suffered or incurred by the Agent as a result of any failure of any electronic mail system, Brightsun's website and/or intermediate lines of communication or delay to the post or the courier as the case may be.

11.5 The following are rules and restrictions applicable to all products sold by Brightsun.

- (a) All Seat Only Fares quoted on the Rate Sheets are exclusive of taxes, fees and charges.
- (b) Unaccompanied children under the age of 16 shall not be permitted to travel at Seat Only Fares.
- (c) Name changes, cancellations, alterations and refunds shall only be permitted in certain limited circumstances as set out in the relevant Airline's Conditions of Carriage and the applicable fare rules. All requests for name changes, cancellations, alteration and refunds shall be referred to Brightsun and shall be subject to payment of the relevant Airline's standard charges and any Miscellaneous Charges required by Brightsun (as varied from time to time).

- (d) Airlines usually cancel the inbound sector of an itinerary if there has been a no show on the outbound sector. However, if an individual wishes to use the inbound sector of an itinerary where there has been a no show on the outbound sector then, in good time and prior to travel, the Agent must obtain Brightsun's prior consent.

11.6 The Agent acknowledges that the Airlines can withdraw flights at any time. Any such withdrawal will be dealt with in accordance with the relevant Conditions of Carriage.

11.7 If the Agent wishes to make any Special Request on behalf of any passenger, the Agent shall telephone Brightsun on the telephone number notified to the Agent by Brightsun from time to time and notify Brightsun of the Agent's requirements. Brightsun will liaise with the relevant Airline and will, if reasonably practicable, attempt to meet the Agent's requirements, but shall be under no obligation to do so and shall have no liability, whether to the Agent or the Agent's passengers for any failure to meet such requirements.

11.8 The Agent warrants that it will provide adequate control over the security of its operations so as to prevent illegal and/or fraudulent transactions with Brightsun. This without limitation to the scope of this warranty, includes security over the access to the Agent's computer systems, equipment and passwords. The Agent shall indemnify Brightsun and the Airlines and keep Brightsun and the Airlines fully indemnified from and against any and all Losses suffered or incurred by Brightsun or any Airline as a result of Tickets wrongly or wrongfully issued as a result of the use of the Agent's systems, equipment and passwords.

11.9 It is the responsibility of the agent that where a reservation is being cancelled by the principal, that the agent should provide a time line of 4 (four) hours prior to cancellation of the reservation for Brightsun to produce the documentation for the reservation. Brightsun indemnifies itself for all losses in the case where either a reservation has less than 4 (four) hours left till cancellation, or in the event of force majeure or a core system failure (such as a GDS).

11.10 The agent shall indemnify Brightsun from any bookings which arise from GDS abuse which are made by the agent in their own GDS system or by the agent in the Brightsun GDS system. As such, the agent shall be liable to pay for any Agency Debit Memos arising from such GDS abuse, any further liabilities. If it is deemed necessary, Brightsun may cancel unflown GDS abuse bookings which have been ticketed in order to protect the reputation of Brightsun, and as such any documentation such as ATOL certificates will stand null and void. Any charges arising from GDS abuse bookings such as cancellation charges and any re-protection costs towards all passengers travel arrangements costs arising from GDS abuse bookings will be the liability of the agent.

12 Payment

12.1 Subject always to Clause 12.2, prior to Brightsun issuing any Tickets requested by the Agent pursuant to Clause 11 the Agent shall pay to Brightsun:-

- (a) the total price for the itinerary applicable;
- (b) all taxes, fees and charges applicable to the travel itinerary;
- (c) any Miscellaneous Charges levied by Brightsun in respect of such Travel arrangements.

No Tickets will be issued by Brightsun in respect of any booking made by the Agent unless and until Brightsun has received payment in full in cleared funds in accordance with this Clause 12.

12.2 Brightsun may, in its absolute discretion and subject to such terms and conditions as Brightsun may require, agree to provide the Agent with a credit facility in respect of monies due for Tickets issued pursuant to this Contract. The terms of any credit facility provided pursuant to this Clause must be confirmed in writing by Brightsun to the Agent.

If the Agent fails to comply with the terms of any credit facility provided pursuant to this Clause, Brightsun may:-

- (a) immediately withdraw the credit facility; and
- (b) cancel any and all bookings made by the Agent pursuant to this Contract which remain unpaid at the date of the failure; and
- (c) terminate this Contract immediately by notice in writing to the Agent, without payment of compensation.

12.3 Payment shall be in pounds sterling.

12.4 All sums payable by the Agent pursuant to this Contract are exclusive of VAT (if any) for which the Agent is solely liable.

12.5 If payment is not received in accordance with the procedures set out above or such other procedures agreed to in writing by Brightsun from time to time, Brightsun may refuse to accept further new bookings.

12.6 Brightsun shall invoice the Agent for all sums owing by the Agent to Brightsun pursuant to this Contract either by email or post. Payment of all invoices shall be made in accordance with the terms appearing on the invoice and this Clause.

13 Termination

13.1 Either party may terminate this Contract by written notice with immediate effect if:

- (a) the other is or is reasonably likely to: become insolvent; or enter into any composition, scheme or arrangement with its creditors; or have a receiver (including an administrative receiver) appointed over all or any of its assets; or have distress or execution levied on its assets which is not paid within 7 days; or (if the Agent is an individual) be the subject of a petition for a bankruptcy order; or appear on reasonable grounds to be unable to pay its debts; or (if the Agent is a partnership) be dissolved; or suffer any similar procedure to any set out in this Clause 13.1(a); or if the other suspends or ceases or threatens to suspend or cease carrying on its business; or
- (b) the other materially breaches this Contract; or
- (c) the other fails to remedy, where it is capable of remedy, or persists in any breach of any of its obligations under this Contract after having been required in writing to remedy or desist from such breach within 30 days; or
- (d) there is a change of Control in the other party; or
- (e) any regulatory authority lawfully requires either or both parties to terminate this Contract or not give effect to the whole or a material part of this Contract or requires any or all of the parties to cease arrangements of this nature.

13.2 Either party may terminate this Contract on a minimum of 1 month's written notice to the other.

13.3 Brightsun may terminate the Contract immediately upon written notice to the Agent if the Agent breaches any or all of Clauses 5, 7, 9.1(a), 9.1(c), 9.1(d), 9.1(g), 9.1(h), 9.1(i), 9.2, or 10.

13.4 Termination of this Contract for any reason shall be without prejudice to the rights and remedies of either party which may have accrued up to termination. In particular, where a passenger has concluded a contract with a Agent for the purchase of a seat on a flight at a Seat Only Fare prior to termination, then Brightsun shall honour such contract and treat this Contract as not having terminated in relation to such contract for that seat only.

14 Liability

14.1 Subject to Clauses 13.2 and 13.4, neither Brightsun nor the Airlines shall be liable to any other party for any loss of profit, goodwill or other economic loss (direct or indirect) or any other indirect or consequential losses or damage which arises out of or in connection with this Contract.

14.2 The Agent shall keep Brightsun and the Airlines fully indemnified against all Losses resulting directly or indirectly from:

- (a) any breach of this Contract by the Agent or any officer, employee, agent, sub-agent, contractor or sub-contractor of the Agent; or
- (b) Brightsun's or the relevant Airline's refusal to carry any passengers travelling on Tickets sold pursuant to this Contract who do not hold the appropriate visas, permits, passports or other documentation required for entry into the UK or any other country or state;

14.3 Neither Brightsun nor the Airlines shall be liable for and the Contract shall not be terminable by the Agent in respect of any breach of Contract caused by events outside Brightsun or the Airline's reasonable control.

14.4 Nothing in this Contract shall be deemed to limit or exclude the liability of either party for death or personal injury caused by its negligence or for fraudulent misrepresentation.

15 Legal and Administrative Issues

15.1 This Contract, the Rate Sheets, and Conditions of Carriage, together with the documents expressly referred to in this Contract shall constitute the entire agreement between the parties relating to its subject matter and shall override any prior correspondence or statements relating to them (including, without limitation, any statements or representations in any advertisements or literature produced by Brightsun or any Airline). Neither party will have any claim against the other for misrepresentations unless that party has made such misrepresentations fraudulently. In the event of any conflict between the Contract, the Rate Sheets and the Conditions of Carriage then the documents shall have the following descending priority:-

(a) Conditions of Carriage; (b) this Contract; and (c) the Rate Sheets.

15.2 References to any statute or statutory provision shall include any subordinate legislation made under it, and any provision which subsequently supersedes it or re-enacts it (whether with or without modification).

15.3 The Agent shall not assign, delegate, sub-contract or transfer or otherwise dispose of all or any of its rights and obligations under this Contract without Brightsun's prior written approval. For the avoidance of doubt, and subject to Clause 8, the Agent shall not appoint sub-agents and shall sell seats at Seat Only Fares only to consumers.

15.4 Nothing in this Contract shall create or be deemed to create a partnership, joint venture, relationship of employer and employee or similar relationship between the parties.

15.5 The rights and remedies of a party in respect of this Contract shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by such party to the other nor by any failure of, or delay by the said party in ascertaining or exercising any such rights or remedies. The waiver by either party of any breach of this Contract shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

15.6 The Airlines are intended to benefit from this Contract. Save for the Airlines, any person who is not a party to this Contract (including, without limitation, any employee, officer, agent, representative or sub-contractor of either party) shall have no right (whether under the Contracts (Rights of Third Parties) Act 1999 (the "Act") or otherwise) to enforce any terms or conditions of this Contract. Even though the Airlines are intended to benefit from this Contract the parties to this Contract may, notwithstanding Section 2(1) of the Act, rescind or vary this Contract without the prior written consent of the Airlines.

15.7 Notices sent under this Contract should be in writing and served by personal delivery, first class post or fax. Notices to the Agent must be sent to the registered office of the Agent.

and notices to Brightsun shall be sent to:

Brightsun Travel (UK) limited 14 Hanworth Road Hounslow, Middx, TW3 1UA

Fax number: +44 (0) 208 814 7766

15.8 Any amendment to this Contract must be in writing and signed by authorised representatives of both parties.

15.9 If any provision of this Contract is ruled to be invalid for any reason, that part of the Contract which is ruled to be invalid shall not form part of this Contract and such invalidity will not affect the rest of this Contract which will remain valid and enforceable in all respects.

16. Data Protection

16.1 In this clause the following definitions apply:

(a) **Agreed Purposes:** means the agreed purposes to enable the parties to fulfil their respective obligations under the terms of this Agreement and all connected activities relating to the same [i.e. in order to validate financial transactions for UK Money Laundering regulations 2017

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

(c) **Data Protection Legislation:** (i) the Data Protection Act 1998, until the effective date of its repeal (ii) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and (iii) any successor

legislation to the Data Protection Act 1998 and the GDPR, in particular the Data Protection Bill 2017-2019, once it becomes law;

(d) **Permitted Recipients:** means the parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with this agreement (including suppliers of travel arrangements), and HMRC, or enforcement authorities who may request the information from time to time.

(e) **Shared Personal Data:** means the personal data to be shared between the parties under clause 1.2 of this agreement to enable the parties to fulfil their obligations under the terms of this Agreement.

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

16.3 **Effect of non-compliance with Data Protection Legislation.** Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation and, not by any act or omission, put the other party in breach of them in connection with this Agreement. Any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

16.4 **Particular obligations relating to data sharing.** Each party shall:

- (a) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
- (b) give full information of the nature of such processing to any data subject whose personal data may be processed under this agreement. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- (c) process the Shared Personal Data only for the Agreed Purposes and shall not retain or process the Shared Personal Data for longer than is necessary to carry out the Agreed Purposes;
- (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- (e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;
- (f) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- (g) not transfer any personal data received from the Data Discloser outside the EEA unless the transferor:
 - (i) complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and
 - (ii) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; or (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

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

- (h) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
- (i) promptly (and at the latest within 7 days of receipt) inform the other party about the receipt of any data subject access request;

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

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

This Contract is governed by English law. Any dispute or claim which the parties cannot settle will be subject to the exclusive jurisdiction of the English Courts.

Signed on behalf of Brightsun (Print name)

Signature

Date

Signed on behalf of (Print Agency Name)

Please print name of person signing

Signature

Date

Agency Agreement as per Civil Aviation Authority
to trade under Brightsun ATOL 3853

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 (SPS)	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;
CAA	Civil Aviation Authority;
Lead Name	the person over the age of 18 years named as the first person on the booking form, who alone instructs the agent to change names, amend the booking details, or cancel the booking and who is liable for full payment of the Travel Arrangements booked and all other changes, including amendment and cancellation charges;
Licensable Transaction	an offer made by a consumer (or their agent) to purchase flight accommodation for one or more persons on a flight which is accepted by an air travel organiser and constitutes an activity in respect of which that air travel organiser is required to hold an ATOL.
Package	a package holiday as defined in the Package Travel, 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 the Supplier/ Principal ATOL holder.

2. APPOINTMENT

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

3. TERM

This Agreement shall come into force on the date of this Agreement and shall continue indefinitely, unless terminated earlier in accordance with the provisions of Clause 9 below.

4. ATOL SCHEDULE OF AGENCY TERMS

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

5. ENTIRE AGREEMENT

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

See also Agency Terms 1 and 11 in Schedule 1.

6. FINANCIAL PROTECTION

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

Licensable products: protected under ATOL number [3853].

7. DUTIES OF THE AGENT

The Agent agrees to:

- (i) *Product display*
Display brochures, other promotional material, adverts or products supplied to it by the Supplier/ Principal ATOL holder in its premises or on its website as appropriate;
- (ii) *Sales promotion*
Promote and use its reasonable endeavours to increase sales of the Supplier/ Principal ATOL holder's Travel Arrangements to existing and potential clients;
- (iii) *Disclosure of Supplier/ Principal ATOL holder*
State clearly that it acts as Agent for the Supplier/ Principal ATOL holder and state the Supplier/ Principal ATOL holder's name and ATOL number (if appropriate), on all dedicated publicity material and relevant documents.

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

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

See also Agency Terms 2.1 and 2.2 in Schedule 1.

- (iv) *ATOL Certificates*
 - (a) Undertake not to accept payment for the making available of flight accommodation without supplying to the client an ATOL Certificate on behalf of the Principal ATOL holder.
 - (b) Supply the ATOL Certificate within the required timescale:
 - In the case of a person who is present, providing it to that person 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.

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 the Principal ATOL holder that this has been done and provide a copy to the Principal ATOL holder.

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

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

- (v) *Booking form and payment*

- (a) Ensure that a booking form is signed by the Lead Name and a full payment taken, 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 Supplier/ Principal ATOL holder; and

- (b) Thereafter, keep safe the signed booking form for at least [6] years¹ and to provide on request, copies of the same to the Supplier/ Principal ATOL holder at any time within that period;
 - (vi) *Booking conditions*
 - (a) Ensure that the Lead Name is referred to the booking conditions set out in the Supplier/ Principal ATOL holder's brochure, website or as appropriate before any booking is taken by the Agent;
 - (b) Not amend the Supplier/ Principal ATOL holder's booking conditions.
 - (vii) *Receipts and Confirmations*

Provide the Lead Name with

 - (i) a receipt following the purchase of any Travel Arrangements, stating the amount taken on behalf of the Supplier/ Principal ATOL holder, that the Agent acts as Agent for the Supplier/ Principal ATOL holder and naming the Supplier/ Principal ATOL holder; and
 - (ii) the confirmation document issued by the Supplier/ Principal ATOL holder.
- See also Agency Term 2.1, 2.3 and 6 in Schedule 1. The requirements are also summarised below:
- (a) Any receipt or invoice supplied must contain the ATOL holder's name on their ATOL (or trading name notified to the CAA), ATOL Number and a statement in the following form:
*"Your Financial Protection
When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong."*
 - (b) Any receipt supplied must identify which part of the money paid by the client is protected by the ATOL holder's ATOL and which, if any, is not.
 - (c) The Agent must, where it has sold a Package, notify the ATOL holder so that the ATOL holder can produce a Confirmation. This must be passed to the client immediately it is received by the agent. It must be received by the client within 3 days of the agent accepting payment from the client.
If any of the information on the Confirmation changes the ATOL holder must produce a revised Confirmation. The Agent must pass it to the consumer immediately it is received from the Supplier/ Principal ATOL holder.
- (viii) *Insurance*

Ensure that the Lead Name is specifically advised of the insurance available through the Supplier/ Principal ATOL holder or advised of an alternative of at least equal standard, appropriate for that client's requirements, which the client shall be [requested]/[required]² to purchase at or before the time of entering into a contract with the Supplier/ Principal ATOL holder;
 - (ix) *Amendments notified by Supplier/ Principal ATOL holder*
 - (a) Notify the Lead Name immediately in writing (and by telephone if notification occurs less than [14] days before departure) of all corrections and amendments advised by the Supplier/ Principal ATOL holder (whether advised by the Supplier/ Principal ATOL holder in writing or orally) in respect of that client's booking;
 - (b) Ensure that any instructions regarding written amendments to the Supplier/ Principal ATOL holder's brochures, promotional material or other documentation held by the Agent are acted upon expeditiously.
 - (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 the Supplier/ Principal ATOL holder in writing; and
 - (b) Undertake not to make any verbal or written assurances to a client that any special request shall be complied with;
 - (xi) *Telephone bookings/late bookings*

¹ Six years is the limitation period within which an action for breach of contract must be brought. This may be impractical for the agent and therefore the Supplier/ Principal ATOL holder may consider reducing this figure.

² If it is a condition of the client's contract that the Supplier/ Principal ATOL holder's insurance or an equivalent insurance must be purchased then use "required".

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

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

- (a) delivered to the Lead Name in person; or
 - (b) sent to the Lead Name's address no later than the next working day;
- (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 the Supplier/ Principal ATOL holder in writing on the day on which they are received;
 - (xiii) *Cancellation and amendment procedure*
Inform the Lead Name of any obligations to pay cancellation/amendment charges where a client requests the cancellation or amendment of a booking.
 - (xiv) *Collection and remittance of monies due*
 - (a) Collect from clients all deposits, balances, cancellation charges, amendment fees and all other monies payable by clients in accordance with the Supplier/ Principal ATOL holder's booking conditions [as published from time to time] and to remit those monies as shown on the Supplier/ Principal ATOL holder's confirmation invoice, cancellation invoice or amendment invoice as applicable to the Supplier/ Principal ATOL holder by their due date.
 - (xviii) *Duty to forward correspondence*
Forward immediately to the Supplier/ Principal ATOL holder any communication or correspondence received from a client and to forward immediately to the client any communication or correspondence received from the Supplier/ Principal ATOL holder; and
 - (ixx) *Duty not to misuse Supplier/ Principal ATOL holder's name/trademark*
Not make use of the Supplier/ Principal ATOL holder's name, trademarks or ATOL number in any unlawful or unauthorised way, or allow any third party to do so.
 - (xx) *Authority*
Not to book the Supplier/ Principal ATOL holder's Travel Arrangements on behalf of any third party not authorised by the Supplier/ Principal ATOL holder to purchase such Travel Arrangements.
 - (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 the Supplier/ Principal ATOL holder indemnified against any and all loss, damage, costs or claims suffered by the Supplier/ Principal ATOL holder as a result of any non-compliance by the Agent.

8. THE SUPPLIER/ PRINCIPAL ATOL HOLDER'S UNDERTAKINGS

The Supplier/ Principal ATOL holder hereby undertakes to:

- (i) *Provision of brochures*
Provide to the Agent sufficient brochures and other promotional material in relation to the number of bookings placed by the Agent;
- (ii) *Brochure compliance*
Ensure that all brochures and other promotional material published by the Supplier/ Principal ATOL holder comply with the requirements of civil and criminal law;
- (iii) *Indemnity*
Hold the Agent indemnified against any liability arising from the failure of the Supplier/ Principal ATOL holder to comply with the provisions of sub-clause (ii) above and any liability arising from the Supplier/ Principal ATOL holder's failure to perform or properly perform its contract with a client.
See also Agency Term 12 in Schedule 1.
- (iv) *Confirmation of bookings*
Confirm each booking request by:
 - (a) issuing a confirmation invoice to the Agent within 7 days from the date of booking; or
 - (b) confirming the booking immediately on Viewdata, 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.
The Supplier/ Principal ATOL holder shall, if the booking is a package, issue a Confirmation which must contain:

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

(v) *Commission*

If the products are sold on gross basis, then commission will be paid on each booking made by the Agent with the Supplier/ Principal ATOL holder at the rate of agreed with the agent, subject to the following:

- (a) No commission shall be payable until the Supplier/ Principal ATOL holder has issued a confirmation invoice or confirmed the booking on Viewdata 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 the Supplier/ Principal ATOL holder and set out at Schedule 2 of this Agreement.

(vi) *Tickets/vouchers*

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

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

9. 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 (without the express consent for continuation by the Supplier/ Principal ATOL holder).
- (iv) If this Agreement is terminated for any reason save those set out at sub-clauses (iii)(a), (b) and (c), the termination shall not apply (at the Supplier/ Principal ATOL holder's discretion) in relation to bookings confirmed by the Supplier/ Principal ATOL holder to the Agent before the effective date of termination and the rights and obligations of the parties under this Agreement in respect of such bookings shall survive the termination and be enforceable notwithstanding it.

10. VARIATION

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

11. ASSIGNMENT

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

12. NOTICES

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

- (a) Brightsun Travel Uk Ltd, 14 Hanworth Road, Hounslow, TW3 1UA, accounts @ brightsun.co.uk, in the case of the Agent; or
- (b) Agent Address _____, *Agent email* _____ in the case of the Supplier/ Principal ATOL holder; or
- (c) Such other address, fax number or email address as either party may from time to time notify to the other in writing.

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.³

14. RIGHTS OF THIRD PARTIES

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

Signed on behalf of Brightsun (Print name)
Signature
Date

Signed on behalf of (Print Agency Name)
Please print name of person signing
Signature
Date

³ This may be amended to Scottish or Northern Irish law and jurisdiction as required.

SCHEDULE 1

Note: This schedule is the Schedule of Agency Terms required by the CAA for ATOL bookings. It should be included in a full agency agreement, as it is here in this model, and should not be used alone.

NB: However if you do use it on its own, you **MUST** date it. There is space to fill in the names of the parties and the date in the first paragraph.

AGREEMENT BETWEEN

_____ (agent name)

AND

Brightsun Travel UK Ltd / ATOL 3853

APPOINTING _____ (agent name)

AS [Brightsun Travel UK Ltd / ATOL 3853'S] AGENT

PURSUANT TO ATOL REGULATIONS 12 AND 22

On

_____ (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.

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 mandated by the CAA.

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

Agency Term 2.1

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), its ATOL Number and the ATOL Logo; or
- (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: 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: 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 and destination 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 on their ATOL (or trading name notified to the CAA), ATOL Number and a statement in the following form:

“Your Financial Protection

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

This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.”

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

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.

Agreement with Consumer about form of ATOL protection

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, with the CAA's prior agreement, 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).”

Prohibition on transferring obligations under agreements with consumers without agreement of the CAA

AST 1.7A2

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.

Agreement with Consumers of assignment of consumer's claim where consumer receives a benefit from the Air Travel Trust

AST1.7B

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 term that:

"If we, or the suppliers 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'. This 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 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 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 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 at the time the agent receives the Confirmation, handing it to that person;
- (b) in the case of a person who is not present at the time the agent receives the Confirmation, 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.

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.

Schedule 1

Glossary

In the Contract to which this is a schedule the following words and phrases have the following meanings unless the context otherwise requires:

"Airlines"	means scheduled airlines with which Brightsun acts as an agent ;
"ATOL Regulations"	the Civil Aviation (Air Travel Organisers Licensing) Regulations 1995;
"ATOL Licence"	means an air travel organiser's licence granted by the CAA pursuant to the ATOL Regulations;
"CAA"	means the Civil Aviation Authority of CAA House, 45-59 Kingsway, London, WC2B 6TE
"Commencement Date"	Means the date of last signature of this Contract;
"Conditions of Carriage"	means the relevant Airline's terms and conditions of carriage and notices and conditions of contract on tickets current at the time of booking;
"Confidential Information"	means secret or confidential information (including, without limitation, the Rate Sheets, Seat Only Fares and this Contract) ;
"Control" and	shall have the meaning specified in section 416 of the Income Corporation Taxes Act 1988;
"Deal Number" the	means the number given to the Agent by Brightsun on signature of the Contract for identification purposes;
"Group of Companies"	means in relation to any company that company and every other company which is for the time being a subsidiary or holding company of that company or a subsidiary of any such holding company (and the terms "subsidiary" and "holding company" shall have the meanings given to them by Section 736 and 736A of the Companies Act 1985);
"Losses"	Means direct and indirect costs, claims, actions, expenses, losses or liabilities (including without limitation, economic loss and loss of profit (direct or indirect), indirect loss or consequential loss)
"Package"	shall have the meaning set out in the Package Travel, Package Holidays and Package Tours Regulations 1992 as amended from time to time;
"Personnel" sub-	means the Agent's employees, permitted agents, contractors, contractors and their employees from time to time;
"SAFI"	Scheduled Airlines Failure Insurance
"Travel Agent Remuneration"	means any booking payments or standard commissions (if any) paid or to be paid by Brightsun to the Agent for the sale of the Airline's Tickets.

Data Protection – Schedule 2

1. For the purpose of this Schedule the following terms shall have the following definitions:

‘Act’ shall mean the UK Data Protection Act 1998 as amended from time to time and any orders and regulations made there under;

‘Data’ shall mean any data held by an Airline, which is transferred or disclosed by or on behalf of that Airline under this Contract and any data which is obtained or collected on behalf of Brightsun an Airline under this Contract;

‘Personal Data’ shall mean any Data which consists of information relating to an identified or identifiable natural person (a ‘Data Subject’); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his identity;

‘Processing’ shall mean obtaining, recording or holding Personal Data or carrying out any operation or set of operations on Personal Data (whether or not by automated means) including organisation, adaptation, alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment, combination, blocking, erasure or destruction, and ‘Process’ and ‘Processed’ shall be construed accordingly.

2. Where Personal Data is Processed by the Agent, its agents, subcontractors or employees under or in connection with this Contract, the Agent, its agents, subcontractors and employees shall:-

2.1 process the Personal Data only on behalf of Brightsun, only for the purposes of performing this Contract and only in accordance with instructions contained in this Contract or received from Brightsun from time to time;

2.2 not otherwise modify, amend or alter the contents of the Personal Data or disclose or permit the disclosure of any of the Personal Data to any third party unless specifically authorised in writing by Brightsun;

2.3 at all times comply with the provisions of the seventh principle (the ‘Seventh Principle’) set out in Part 1 of Schedule 1 to the Act (which provides that appropriate technical and organisational measures shall be taken against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data) and will ensure that its agents, subcontractors and employees so comply;

2.4 upon request from Brightsun to inform Brightsun of the measures it has taken to comply with paragraph 2.3 and take such other measures as Brightsun may require to ensure that it does so comply;

2.5 process the Personal Data in accordance with the rights of Data Subjects under the Act and not do or permit anything to be done which might cause an Brightsun in any way to be in breach of the Act;

2.6 co-operate as requested by Brightsun to enable each Airline to comply with any exercise of rights by a Data Subject under the Act in respect of Personal Data Processed by the Agent under this Contract or comply with any assessment, enquiry, notice or investigation by the UK Information Commissioner which shall include the provision of all Data requested by Brightsun within the timescale specified by Brightsun in each case;

2.7 appoint and identify to Brightsun a named individual within the Agent’s organisation to act as a point of contact for any enquiries from any Airline or the UK Information Commissioner relating to Personal Data;

2.8 not Process the Personal Data in any country outside the European Economic Area without the prior written consent of Brightsun

2.9 cease Processing the Personal Data immediately upon the termination or expiry of this Contract or, if sooner, of the contractual activity to which it relates and as soon as possible thereafter return the Personal Data and any copies of it or of the information it contains and the Agent shall confirm in

writing that this paragraph 2.9 has been complied with in full;

- 2.10 defend, hold harmless and indemnify Brightsun against all loss, liability, damages, costs (including legal costs), fees, claims and expenses to which Brightsun may incur or suffer by reason of any breach of this Schedule by the Agent or any breach of the Act by an Airline which is attributable to or caused, directly or indirectly, by the Agent, its agents, subcontractors or employees.
3. The Agent warrants that it and its agents, subcontractors and employees have the necessary legal authority in any country where any Processing of Personal Data will take place under this Contract in to carry out the Processing, and undertakes to comply with any data protection laws applicable in such country.
4. The Agent shall permit Brightsun at any time upon seven days' written notice to have escorted access to the appropriate parts of the Agent's premises, systems and equipment to enable Brightsun to inspect the same and to inspect procedures, data files and documentation for the purposes of monitoring compliance with this Schedule. Such inspection shall not relieve the Agent of any of its obligations under this Schedule.
5. The Agent shall not subcontract to any third party (including any associated company of the Agent) any Processing of Personal Data on behalf of Brightsun unless all of the following have first been complied with:-
 - 5.1 the Agent has supplied to Brightsun such information as Brightsun may require to ascertain that the subcontractor has the ability to comply with the provisions of the Seventh Principle; and
 - 5.2 the Agent has obtained the prior written consent of Brightsun; and
 - 5.3 the proposed subcontractor has undertaken to Brightsun in a written contract to be bound by the terms of this Schedule.

I/We hereby state that I / we will work under Brightsun ATOL number 3853 and will be paying Brightsun the ATOL Protection Contribution. I/We will issue a ATOL certificate to the consumer for the monies that have been collected for the bookings made under Brightsun ATOL.

Signed for and on behalf of _____(company name)

Signature _____

Name (in block capitals) _____

Position Held _____

Date _____

IATA number _____

ABTA number _____

TTA number _____

GDS Supplier _____

Emergency out of hours number _____

BELOW IS FOR BRIGHTSUN USE ONLY :

IN WITNESS OF THE ABOVE the parties have signed this Contract on the date of last signature of this Contract.

Signed for and on behalf of BRIGHTSUN TRAVEL (UK) LIMITED

Signature _____

Name (in block capitals) _____

Position Held _____

Date _____