

Official Record Series 3

ORS3



Official Record Series 3

Information published pursuant to:

The Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012 (as amended);

The Civil Aviation (Contributions to the Air Travel Trust) Regulations 2007 (as amended);

and Section 11, Civil Aviation Act 1982 (as amended).

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Revision History

April 2008 Edition**1 April 2008**

Document revised and re-issued to reflect CAA House Style.

Updated**15 May 2008**

Updated to reflect changes within the Forms incorporated in Official Record Series 3, to enable them to be completed on-line. Other editorial updates have also been included at this time.

Updated**18 July 2008**

Updated to reflect changes within the Forms incorporated in Official Record Series 3, Section 1, Standard Term 2.

Updated**23 January 2009**

Updated to reflect a new Specific Exemption incorporated in Official Record Series 3, Section 6.

Updated**21 August 2009**

Updated to reflect a new rate of APC coming into force on 1 October 2009; the addition of Accountants' Report Forms in Section 1, Standard Term 2; and the re-organisation of Exemptions including the addition of a new Section 7 Class Exemptions from the ATT Regulations and the deletion of an expired Specific Exemption from the ATOL Regulations.

Updated**6 November 2009**

Updated to reflect changes within the Forms incorporated in Official Record Series 3, Section 1, Standard Term 6; and removal of out of date information from Section 4.

Updated**1 December 2010**

Updated to reflect changes within the Forms incorporated in Official Record Series 3, Section 1, Standard Term 6.

April 2012 Edition**8 May 2012**

Document revised and re-issued to reflect The Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012, which came into force on 30 April 2012.

October 2012 Edition**1 October 2012**

The document has been revised to add clarification following feedback in relation to the edition of 8 May 2012 which reflected the introduction of the ATOL Regulations 2012. The document has been updated to remove content that expires on 30 September 2012.

Exemption 04/2012 will be deleted on expiry of 30 September 2012 and is replaced with one expiring on 31 March 2013. Other editorial updates have also been included at this time. Changes from the previous edition are indicated with a marginal line.

Updated**1 April 2013**

This edition includes a revision to ATOL Standard Term 1.7 and an additional Agency Term. Exemption 11/2012 has expired and is replaced by Exemption 01/2013.

Updated**1 July 2013**

The only change in this edition is Exemption 01/2013 has expired and is replaced by Exemption 02/2013.

Updated**1 October 2013**

ATOL Regulations class exemption 02/2013 expired on 30 September 2013 and has been deleted. ATOL Regulations class exemption 03/2013 and ATT Regulations class exemption 01/2013 have been added. In addition, three specific exemptions that were previously published at www.atol.org.uk have been added (Traveleyes Ltd, Just Go Travel Ltd and United Jewish Israel Appeal). A new ATOL Certificate has been added for a flight-inclusive day trip.

Updated**2 September 2014**

This edition includes revisions to ATOL Standard Terms 1.1, 1.5, 1.7, 5.4 and 7, the Schedule of Accredited Body Standard Terms and the Exemptions. Agency agreements, which must include the Schedule of Agency Terms, must now be dated. The change in Exemption 08/2012 is in response to a change in the IATA financial criteria. A Specific Exemption has been granted to the Jewish Agency of Israel.

Updated**1 October 2015**

The only changes in this edition are the expiry of a Specific Exemption, the extension of an existing Specific Exemption for the Jewish Agency for Israel and the revocation of exemption 01/2013 from the Civil Aviation (Contributions to the Air Travel Trust) Regulations 2007.

Updated**1 April 2016**

This version includes amendments to ATOL Standard Term 3 in line with the introduction of ATOL Reporting Accountants as per CAA's [Rebalancing ATOL consultation](#) (2014).

June 2018 Edition**8 June 2018**

Document revised and re-issued to reflect the Package Travel and Linked Travel Arrangements Regulations 2018 and the amendments to the Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012 (as amended), which came into force on 1 July 2018. The Class Exemption for small aircraft has been replaced with exemption 01/2018. Exemption 10/2012- Flight-Only Use of Consumer's Credit or Debit Card- has been revoked and replaced with 02/2018 - Flight-Only Ticket Fully Paid Exemption. Exemption 05/2013-

Corporate Sales Exemption- has been revoked. The ATOL Standard Terms, Agency Terms, Accredited Body Standard Terms, Requirements for ATOL Reporting Accountants and ATOL Certificates have been amended to reflect changes to the ATOL Regulations and the abolition of Flight-Plus as a category of licensable transaction. There is a new exemption 06/2018. The following exemptions have been replaced with new ones.

03/2013 replaced by 03/2018

06/2013 replaced by 04/2018

01/2014 replaced by 05/2018

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Chapter 1

The Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012 (as amended)

1.1 ATOL Regulation 5: Requirements for service of documents

In accordance with ATOL Regulation 5(2) the email address to which electronic documents may be served on the CAA under the Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012, (as amended) ("ATOL Regulations 2012") is notify.atolregulations@caa.co.uk

1.2 ATOL Regulation 11: Exemptions from the ATOL Regulations 2012

1.2.1 Class exemptions granted by the CAA are included here. In accordance with ATOL Regulation 11 other class exemptions granted by the CAA from time to time are published at www.atol.org.uk.

01/2018 – SMALL AIRCRAFT, SPORTING EVENT, CARRIAGE OF ANIMALS, REPLACEMENT TRANSPORT AND BALLOON/ AIRSHIP EXEMPTION

1. Subject to paragraph 2 the Civil Aviation Authority, in exercise of its powers under Regulation 11 of the Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012 (as amended) ("ATOL Regulations 2012"), exempts any person who makes available flight accommodation:
 - a) in an aircraft with a maximum approved passenger seating configuration of 19 or less;
 - b) on any flight to or from the grounds where a sporting event is taking place, on which the only passengers carried are persons travelling in connection with attendance at the event;
 - c) to persons carried for the purpose of attending to animals during the flight, and persons returning from having attended to animals on a previous flight;
 - d) to persons who have booked to travel by means of public transport other than air and are unable to do so by reason of circumstances beyond the control of the operator of that transport; or
 - e) on any flight by a hot air balloon or airship;

from the need to hold an Air Travel Organiser's Licence.

2. This exemption does not apply where:
 - a) The persons specified under (1)(a), (1)(b) and (1)(e) make available flight accommodation which forms part of a package as defined by the ATOL Regulations 2012; or
 - b) The persons specified at (1)(a) make available flight accommodation more than three times in a calendar month or the flights are advertised as if they were a scheduled air service.
3. Exemption Number 01/2012 is hereby revoked.
4. This exemption came into force on 9 June 2018.

Civil Aviation Authority
8 June 2018

02/2012 – TECHNICAL PROBLEM AND CODE SHARE EXEMPTION

1. The Civil Aviation Authority, in exercise of its powers under Regulation 11 of the Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012 as amended, exempts any operator of an aircraft who holds:
 - a) valid Operating Licence granted pursuant to Council Regulation (EC) Number 1008/2008 on the Licensing of Air Carriers; or
 - b) a valid Permit granted under the Air Navigation Order by the Secretary of State; or
 - c) a valid Air Transport Licence;from the need to hold an Air Travel Organiser's Licence in the circumstances specified in paragraph 2.
2. The circumstances referred to in paragraph 1 are where the operator makes available accommodation on a flight which it does not or will not operate itself but:
 - a) it is authorised to provide the services on which flight accommodation is or will be made available, and where it reasonably believed at the time of first making available, or holding itself out as a person who may make available flight accommodation, it would be the operator of the flight; or
 - b) in the case of an operator which is a member of the International Air Transport Association ("IATA"), it accepts liability to the customer for any payment accepted in respect of that flight accommodation.
3. This exemption came into force on 30 April 2012.

David Moesli
for the Civil Aviation Authority
5 April 2012

06/2012 – WHOLE PLANE SALES EXEMPTION

1. Subject to paragraphs (2) and (3), the Civil Aviation Authority, in exercise of its powers under Regulation 11 of the Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012 as amended ("ATOL Regulations 2012"), exempts any person who makes available flight accommodation consisting of the entire capacity of one or more aircraft to a consumer (as defined in the ATOL Regulations 2012) from the need to hold an Air Travel Organiser's Licence.
2. This exemption does not apply in circumstances where the person making available flight accommodation which forms part of a package as defined by the ATOL Regulations 2012.
3. The exemption does not apply where the person buying the flight accommodation (B) will make it available to another person (C) and accept any payment in relation to it unless the person making the flight accommodation available (A) to (B) took all reasonable steps and exercised all due diligence to enquire of the person buying the flight accommodation (B) whether they will make it available to another person (C) and accept any payment in relation to it and (A) has satisfied itself that that is not the case.
4. This exemption came into force on 30 April 2012.

David Moesli
for the Civil Aviation Authority
5 April 2012

07/2012 – FORMER MEMBERS OF AN ACCREDITED BODY - EXEMPTION TO ENABLE AB MEMBERS TO COLLECT CONSUMER PAYMENTS

1. The Civil Aviation Authority, in exercise of its powers under Regulation 11(1) of the Civil Aviation Authority (Air Travel Organisers' Licensing) Regulations 2012 as amended, exempts any former member of an Accredited Body whose membership has been terminated or is suspended but only for the purpose of collecting payments due from the former AB member's customers in respect of transactions concluded by the former AB member as an AB member of that Accredited Body from the need to hold an Air Travel Organiser's Licence.
2. This exemption came into force on 30 April 2012.

David Moesli
for the Civil Aviation Authority
5 April 2012

02/2018 – FLIGHT-ONLY TICKET FULLY PAID EXEMPTION

1. Subject to paragraph 3, the Civil Aviation Authority, in exercise of its powers under Regulation 11 of the Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012 as amended, exempts any person who makes available flight accommodation in the circumstances set out in paragraph 2 or 3 from the need to hold an Air Travel Organisers' Licence.
2. This exemption applies if the person making available flight accommodation:
 - a) purchases the flight accommodation from the operator of the aircraft on which the flight accommodation is made available; and
 - b) pays the full cost of the flight accommodation charged by the operator to the operator at the time of purchase, and the operator immediately issues a confirmed ticket which the person immediately supplies to the consumer; and
 - c) states clearly on all invoices and receipts issued in respect of that flight accommodation: - "This sale is not protected under the ATOL Scheme".
3. Alternatively, this exemption applies if the person making available flight accommodation:
 - a) purchases the flight accommodation from the operator of the aircraft on which the flight accommodation is made available using the services of a fully automated flight reservation system;
 - b) pays the full cost of the flight accommodation charged by the operator to the operator at the time of purchase via that reservation system;
 - c) the operator immediately issues a confirmed ticket which is immediately received by the consumer; and
 - d) states clearly on all invoices and receipts issued in respect of that flight accommodation: - "This sale is not protected under the ATOL Scheme".
4. This exemption does not apply if:
 - a) the flight accommodation is made available as part of a package; or
 - b) the operator of the aircraft on which the flight accommodation is made available states in its terms of business, or anywhere, that it reserves the right to refuse to carry a person that purchased flight accommodation on aircraft it operates other than direct from its website or where that flight accommodation was made available by a person other than the operator.
 - c) Exemption Number 10/2012 is hereby revoked.
5. This exemption came into force on 1 July 2018.

Civil Aviation Authority
8 June 2018

03/2018 – ATOL CERTIFICATE EXEMPTION FOR PACKAGES SOLD ON CREDIT

1. The Civil Aviation Authority, in exercise of its powers under Regulation 11 of the Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012 as amended ("ATOL Regulations 2012"), exempts any person who makes available flight accommodation as part of a package in circumstances where:
 - a) the flight accommodation is made available to a consumer (as defined by the ATOL Regulations 2012); and
 - b) no payment is received for the package until after the consumer has completed the package which may or may not mean the consumer has returned to the original departure point;from the need to supply an ATOL Certificate.
2. Exemption Number 03/2013 is hereby revoked.
3. This exemption comes into force on 1 July 2018.

Civil Aviation Authority
8 June 2018

04/2013 – OVERSEAS EXEMPTION

1. Subject to paragraphs (2) and (3) The Civil Aviation Authority, in exercise of its powers under Regulation 11 of the Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012 as amended, exempts any person who makes available flight accommodation in circumstances where:
 - a) the first leg of the trip, in which flight accommodation is made available with another flight or other transport service on the same booking, commences other than from the Republic of Ireland, outside the United Kingdom; or
 - b) the only transport service included in the consumer's booking was a flight departing an airport other than from an airport in the Republic of Ireland, outside the United Kingdom;from the need to hold an Air Travel Organiser's Licence.
2. This exemption does not apply to a person who makes available flight accommodation which forms part of a package.
3. This exemption only applies if that person states on invoices and receipts that it issues in respect of the flight accommodation it makes available: - "This sale is not protected under the ATOL Scheme".
4. In this exemption "trip" means a collection of travel and other tourist services purchased by a consumer on one booking with one travel and tourist service provider.
5. This exemption came into force on 11 October 2013.

David Moesli
for the Civil Aviation Authority
30 September 2013

05/2013 – CORPORATE SALES EXEMPTION

1. This exemption is revoked on 1 July 2018

Civil Aviation Authority
8 June 2018

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04/2018 – CREDIT SALES EXEMPTION FOR FLIGHT-ONLY

1. Subject to paragraphs (3) and (4), The Civil Aviation Authority, in exercise of its powers under Regulation 11 of the Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012 as amended ("ATOL Regulations 2012"), exempts any person who makes available flight accommodation as a Flight-Only when:
 - a) the flight accommodation is made available to a consumer (as defined by the ATOL Regulations 2012): and
 - b) no payment is received for the flight until after the consumer has completed the trip which may or may not mean the consumer has returned to the United Kingdom, from the need to hold an Air Travel Organiser's Licence.
2. This exemption only applies if that person states on invoices and receipts that it issues in respect of the flight accommodation it makes available: - "This sale is not protected under the ATOL Scheme".
3. This exemption does not apply in circumstances where the person making available flight accommodation, whether as agent or principal, makes that flight accommodation available as part of a package as defined by the ATOL Regulations 2012.
4. Exemption Number 06/2013 is hereby revoked.
5. This exemption comes into force on 1 July 2018.

Civil Aviation Authority
8 June 2018

05/2018 – IATA Accredited Agents Selling Flight-Only

1. Subject to paragraph 5, the Civil Aviation Authority, in exercise of its powers under Regulation 11(2) of the Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012 as amended ("ATOL Regulations 2012"), exempts any International Air Transport Association ("IATA") Accredited Agent specified in paragraph (2), that makes available flight accommodation from the need to hold an Air Travel Organiser's Licence.
2. The person referred to in paragraph 1 is any person who makes available flight accommodation where that person is authorised by the relevant airline to do so in accordance with IATA Passenger Sales Agency Rules but only where:
 - a) that person is making available flight accommodation to a consumer and not making it available to a third person who intends to make the ticket available to another person; and
 - b) that person issues a confirmed ticket to the consumer by the specified method (as defined in ATOL Regulation 18); and
 - c) that person states on invoices and receipts that it issues in respect of the flight accommodation it makes available "This flight is sold as Agent of the Airline(s) named on the ticket and is not protected under the ATOL scheme".
3. The relevant airline means the airline named on the ticket or a codeshare/interline partner of that airline.
4. A person is authorised by the relevant airline under IATA Passenger Sales Agency Rules (as that term is used in paragraph 2) if
 - a) the person
 - i) has met: -
 - (aa) financial criteria for the United Kingdom as set out in the current IATA Travel Agent's Handbook as published from time to time;
 - (bb) the applicable local criteria for IATA accreditation; and
 - (cc) has signed a sales agency agreement or agreements in accordance with IATA Passenger Sales Agency Rules;
 - or
 - ii) has met the qualifications for IATA accreditation, has signed a sales agency agreement or agreements in accordance with IATA sales agency rules and is an ATOL holder;

and

- b) the relevant airline has given that person Ticketing Authority (as defined by Resolution 866 of the IATA Travel Agent's handbook as published by IATA, notifying the IATA Billing and Settlement Plan ("BSP") that that person may sell its tickets on its behalf and has not revoked that notification.
- 5. The persons specified in paragraph 2 are not exempt from the need to hold an Air Travel Organisers' Licence in circumstances where the person making available flight accommodation which forms part of a package as defined by the ATOL Regulations 2012.
- 6. Exemption Number 01/2014 is hereby revoked.
- 7. This exemption comes into force on 1 July 2018.

Civil Aviation Authority
8 June 2018

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06/2018 – PACKAGE LESS THAN 24 HOURS

1. The Civil Aviation Authority, in exercise of its powers under Regulation 11 of the Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012, as amended ("ATOL Regulations 2012"), exempts any person who makes available flight accommodation as part of a package in circumstances where:
 - a) the duration of the package is less than 24 hours and does not involve either
 - i. an overnight stay or
 - ii. travel outside of the UK.
2. This exemption comes into force on 1 July 2018.

Civil Aviation Authority
8 June 2018

1.2.2 Specific Exemptions

Summary of Current Specific Exemptions

Exempt Firm	Aircraft Operator (if specified)	Validity Dates (o.e. - open ended)
Shell UK Ltd		8 June 2018 – o.e.
Total E&P UK PLC		8 June 2018 – o.e.
Flying Without Fear Ltd		30 April 2012 – o.e.
J4 Mobility Section/RAF Regt.		30 April 2012 – o.e.
Traveleyes Ltd		15 January 2013 - o.e.
The Jewish Agency for Israel		1 August 2017 - 31 July 2018

In accordance with ATOL Regulation 11 other specific exemptions granted by the CAA from time to time are published at www.atol.org.uk

Exemption – Shell UK Limited

THE CIVIL AVIATION (AIR TRAVEL ORGANISERS' LICENSING) (AMENDMENT) REGULATIONS 2012, EXEMPTION PURSUANT TO REGULATION 11

1. The Civil Aviation Authority, in exercise of its powers under Regulation 11 of the Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012 as amended, exempts Shell UK Limited from the need to hold an Air Travel Organiser's Licence to enable it to make available, accommodation on flights operated in respect of oil and gas industry operations within the area of the UK Continental Shelf and to, from, and within the territories of other European Union (including Norway) Member States and their offshore waters pursuant to agreements between Shell UK Limited and the operators of those flights.
2. This exemption came into force on 8 June 2018.

Civil Aviation Authority
8 June 2018

Exemption – Total E&P UK PLC

THE CIVIL AVIATION (AIR TRAVEL ORGANISERS' LICENSING) (AMENDMENT) REGULATIONS 2012, EXEMPTION PURSUANT TO REGULATION 11

1. The Civil Aviation Authority, in exercise of its powers under Regulation 11 of the Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012 as amended, exempts Total E&P UK PLC from the need to hold an Air Travel Organiser's Licence to enable it to make available, accommodation on flights operated in respect of oil and gas industry operations within the area of the UK Continental Shelf and to, from, and within the territories of other European Union (including Norway) Member States and their offshore waters pursuant to agreements between Total E&P UK PLC and the operators of those flights.
2. This exemption came into force on 8 June 2018.

Civil Aviation Authority
8 June 2018

Exemption – Flying Without Fear Limited

THE CIVIL AVIATION (AIR TRAVEL ORGANISERS' LICENSING) REGULATIONS 2012, EXEMPTION PURSUANT TO REGULATION 11

1. The Civil Aviation Authority, in exercise of its powers under Regulation 11 of the Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012 as amended, exempts Flying Without Fear Limited ("FWF") of 259 Otley Road, West Park, Leeds, West Yorkshire, LS16 5LQ, from the need to hold an Air Travel Organiser's Licence in circumstances where:
 - a) FWF makes available flight accommodation as part of the Virgin Atlantic Flying Without Fear course programme; and
 - b) FWF's promotional material for the Virgin Atlantic Flying Without Fear course programme includes a statement that clients' payments for the programme are not ATOL Protected.
2. This exemption came into force on 30 April 2012.

David Moesli
for the Civil Aviation Authority
5 April 2012

Exemption – J4 Mobility section / RAF Regt.

**THE CIVIL AVIATION (AIR TRAVEL ORGANISERS' LICENSING) REGULATIONS 2012,
EXEMPTION PURSUANT TO REGULATION 11**

1. The Civil Aviation Authority, in exercise of its powers under Regulation 11 of the Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012 as amended, exempts the J4 Mobility section of the Royal Air Force Regiment Force Protection Force Headquarters, of RAF Honington, Bury St Edmunds, Suffolk, IP31 1EE ("J4 Mobility"), from the need to hold an Air Travel Organiser's Licence in circumstances where J4 Mobility is arranging air travel for military and civilian personnel travelling on the official business of the Ministry of Defence.
2. This exemption came into force on 30 April 2012.

David Moesli
for the Civil Aviation Authority
5 April 2012

Exemption – Traveleyes Ltd

THE CIVIL AVIATION (AIR TRAVEL ORGANISERS' LICENSING) REGULATIONS 2012 AS AMENDED, EXEMPTION PURSUANT TO REGULATION 11

1. The Civil Aviation Authority, in exercise of its powers under Regulation 11(2) of the Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012, as amended ("the regulations"), exempts Traveleyes Ltd of PO Box 511, Leeds, LS5 3JT, from the requirement to supply an ATOL Certificate under Regulation 17 where:
 - a) Traveleyes Ltd, ATOL 6600, makes available flight accommodation as a component of a package direct to any consumer; and
 - b) Traveleyes Ltd supplies (as an alternative to an ATOL Certificate) a certificate to the consumer by the specified method in a form and content that have been approved by the Civil Aviation Authority.
2. This exemption comes into force on 15 January 2013.
3. In this exemption:
 - a) the terms "ATOL Certificate", "consumer", "flight accommodation" and "package" have the same meanings as in the Regulations; and
 - b) "specified method" means any method specified in regulation 18 of the Regulations for the supply of an ATOL Certificate under regulation 17 but as if references in regulation 18 to an ATOL Certificate meant a certificate supplied under this exemption instead.

David Moesli
For the Civil Aviation Authority
15 January 2013

Exemption – The Jewish Agency for Israel

THE CIVIL AVIATION (AIR TRAVEL ORGANISERS' LICENSING) REGULATIONS 2012, EXEMPTION PURSUANT TO REGULATION 11(1)

1. The Civil Aviation Authority, in exercise of its powers under Regulation 11(1) of the Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012 as amended ("the Regulations"), exempts The Jewish Agency for Israel ('JAFI'), from the need to hold an Air Travel Organiser's Licence.
2. This exemption is issued subject to the following conditions:
 - a) JAFI only makes available flight accommodation as part of JAFI organised trips ("trips") from the United Kingdom to Israel;
 - b) promotional material for the trips includes a prominent statement that payments for the trips are not ATOL Protected and the consumer is informed before he or she makes a booking with JAFI that trips are not ATOL protected;
 - c) consumer protection for the trips is provided by funds placed in Special Designated Deposit Account 20-95-61 33241793 ("the account") at Barclays Bank PLC ("the Bank");
 - d) the signatories to the account are the treasurer, company secretary and chief financial officer of United Jewish Israel Appeal, registered charity in England and Wales No. 1060078 and in Scotland No. Sc 039181, registered in England No. 3295115 of (registered office) 1 Torriano Mews, London, NW5 2RZ ("UJIA"), as appointed by UJIA from time to time;
 - e) the Bank acknowledges that it has no right of set-off or combination against the funds in the account until it is closed;
 - f) all flights are booked through El Al except where EL Al is unable to provide flight accommodation;
 - g) the account is kept in sufficient funds by UJIA to meet its liabilities to El Al for flights booked for the trips, as and when they arise;
 - h) JAFI provides quarterly reports in a format to CAA's requirements.
3. This exemption comes into force on 1 August 2017 and will expire on 31 July 2018 unless revoked earlier by the CAA.
4. In this exemption "ATOL", "the consumer" and "flight accommodation" have the same meanings as in the Regulations.

Civil Aviation Authority
1 August 2017

1.3 ATOL Regulation 19: Form and content of an ATOL Certificate

FORM AND CONTENT OF AN ATOL CERTIFICATE

1. In accordance with ATOL Regulation 19(2) the requirements as to the form and content of an ATOL Certificate are at the end of this document (as applicable).
2. ATOL holders may translate the Single-contract Package and Multi-contract Package ATOL Certificates into other European languages when selling in EEA countries other than the UK. Where they do so, ATOL holders must also make the English version, as published at the end of this document, available to consumers.

See the end of this document for:

1. Package (Single-Contract) ATOL Certificate plus an optional blank page
2. Package (Multi-contract) ATOL Certificate plus an optional page 2 and an optional blank page.
3. Flight-Only ATOL Certificate plus an optional blank page.
4. Flight Inclusive Day Trip ATOL Certificate

1.4 ATOL Regulation 22: Schedule of Agency Terms

A: Schedule of Agency Terms to be included in a written agency agreement between an ATOL holder and its agent for agents established in the UK

In accordance with ATOL Regulation 22 the schedule of terms to be included in a written agency agreement which the ATOL holder must include in any agency agreement with its agents is:

AGREEMENT BETWEEN [NAME OF AGENT] AND [NAME OF ATOL HOLDER/ ATOL NUMBER] APPOINTING [NAME OF AGENT] AS [NAME OF ATOL HOLDER'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 (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 to hold an ATOL.

Duration of Agreement

Agency Terms 3, 5, 8, 9 and 13 remain binding on the agent even if the principal ATOL holder has failed.

Extent of obligations

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

Priority of Agency terms published by CAA

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

Agency Term 1

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

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

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

Agency Term 2.1

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

For the avoidance of doubt, agents are not permitted to use the ATOL logo without the permission of the CAA.

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 which the agent is holding out it can make available to consumers.

Agency Term 2.3

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

Agency Term 3

The agent will, if requested by the CAA, report to the principal ATOL holder the unique reference number of each ATOL Certificate supplied by it, along with the corresponding 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 6.1

Where an agent makes available flight accommodation as the agent of a principal ATOL holder, the agent must ensure an ATOL Certificate is supplied to the consumer immediately and in accordance with ATOL Regulation 17, regardless of whether the ATOL Certificate is produced by the principal ATOL holder or produced by the agent on behalf of the principal ATOL holder.

However, if an agent organises a package which includes that flight accommodation, the agent must immediately supply a package ATOL Certificate to the consumer in the agent's own name.

Agency Term 6.2

Where an agent makes available a package as agent of a principal ATOL holder, the agent must additionally obtain a Confirmation (see AST 1.11) from the ATOL holder and, once obtained, pass it immediately to the consumer by the method set out below.

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

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

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

Agency Term 7

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

Agency Term 8

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

- a) money paid to it by consumers, in respect of services to be provided for future travel by the principal ATOL holder to consumers; and
- b) the ATOL Certificate unique reference numbers issued by that agent which apply to that failed 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 [Note: the agency agreement must contain either Agency Term 10A or 10B not both]

EITHER:

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

OR:

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

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

Agency Term 11

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

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

Agency Term 12

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

Agency Term 13

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

B. Schedule of Agency Terms to be included in a written agency agreement between an ATOL holder and its agent for agents established in the EEA (but not in the UK) in respect of Flight-Onlys made available in the UK and packages made available in the EEA including the UK

AGREEMENT BETWEEN [NAME OF AGENT] AND [NAME OF ATOL HOLDER/ ATOL NUMBER] APPOINTING [NAME OF AGENT] AS [NAME OF ATOL HOLDER'S] AGENT ON [DATE]

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 to hold an ATOL.

'Package' means flight-inclusive packages.

Duration of Agreement

Agency Terms 3, 5, 8, 9 and 13 remain binding on the agent even if the principal ATOL holder has failed.

Extent of obligations

The obligations of all parties to this agreement extend only to the parties' conduct in respect of licensable transactions for which the principal is required to hold an ATOL. Those transactions will be either a Flight-Only made available in the UK or packages made available in the EEA (including the UK).

Priority of Agency terms published by CAA

Pursuant to AST 2.2 and EEA 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.

EEA Agency Term 1

By making available flight accommodation to consumers in the capacity of an agent of the principal ATOL holder, 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 established in the EEA 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.

EEA Agency Term 2.1

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

For the avoidance of doubt, agents are not permitted to use the ATOL logo without the permission of the CAA.

EEA 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 (if making available in the UK) or flight inclusive package which the agent is holding out it can make available to consumers.

EEA Agency Term 2.3

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

EEA 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. 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.

EEA 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.

EEA 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.

EEA Agency term 5.1

Without prejudice to EEA Agency Term 5, where an agent receives payment from the consumer it must pass that payment to the ATOL holder in accordance with terms of their commercial agreement. However, whether the agent does, or for any reason does not, the principal ATOL holder remains bound to honour monies paid to the agent by the consumer,

and perform the contract with the consumer entered into by the agent on principal ATOL holder's behalf.

EEA Agency Term 6.1

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

EEA Agency Term 6.2

Where an agent makes available a package as agent of a principal ATOL holder, the agent must additionally obtain a Confirmation (see AST 1.11) from the ATOL holder and, once obtained, pass it immediately to the consumer by the method set out below.

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

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

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

EEA Agency Term 7

When acting as agent for the ATOL holder in respect of transactions for which the principal ATOL holder needs to hold an ATOL, agents may only accept payments from consumers as defined in the ATOL Regulations 2012.

EEA 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.

EEA 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.

EEA Agency Term 10 [*Note: the agency agreement must contain either Agency Term 10A or 10B*]

EITHER:

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

OR:

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

EEA Agency Term 11

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

EEA 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.

EEA Agency Term 13

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

1.5 ATOL Regulation 23: Register of failed ATOL holders

In accordance with ATOL Regulation 23 the CAA publishes a notice of the failure of an ATOL holder in its Register of Failed ATOL holders, which can be viewed at www.atol.org.uk

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1.6 ATOL Regulation 31: Requirements for an application for an ATOL or a variation to an ATOL

In accordance with ATOL Regulation 31 the CAA publishes a guide to its policy on the fitness and financial criteria applied to ATOL applicants and holders, which can be viewed at www.atol.org.uk

1.7 ATOL Regulation 33: Requirements for an application for accreditation as an Accredited Body or a variation of such an accreditation

The Accredited Body (AB) concept is designed to implement better regulation principles and allow mainly small firms to meet the requirements of the ATOL Regulations 2012 (as amended) under the umbrella of an ATOL holder without the need for their own ATOL. In accordance with ATOL Regulation 33 the requirements for accreditation as an Accredited Body are:

1. An AB will be subject to the normal fitness and financial tests applied to Standard ATOL holders (that is an ATOL holder that is not a Small Business ATOL holder).
2. In order to qualify as an AB, the CAA will have to be satisfied of the AB's ability to carry out this function as an AB with particular (but not exclusive) regards to finances, overall governance and supervision of its members (AB members).

Control of client monies

3. The AB must be able to demonstrate sufficient supervision over client monies.

Accreditation of an AB Member

4. The AB must have in place a robust process for accepting new AB members.
5. The AB must be able to demonstrate a strong risk management culture.

Business operations

6. The AB must be able to demonstrate that it has sufficient control over the activities of its AB members.

The CAA publishes guidance on its requirements on an application for accreditation as an Accredited Body at www.atol.org.uk

1.8 ATOL Regulation 40: Schedule of ATOL Standard Terms

Date of Publication: 8 June 2018

Date of Coming into force: 6 July 2018 unless specifically stated otherwise

Introduction

1. This is the schedule of terms referred to in ATOL Regulation 40 of the Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012 (as amended). It is a condition of each Air Travel Organiser's Licence ("ATOL") granted that the ATOL holder complies with the ATOL Standard Terms. The ATOL Standard Terms may be amended from time to time in accordance with ATOL Regulation 40.
2. The terms specific to each ATOL state the number of passengers to whom flight accommodation may be made available broken down by category of sale. The terms specific to each ATOL may also contain additional terms or restrictions. Nothing in these ATOL Standard Terms authorises any ATOL holder to make available flight accommodation to any person other than as specifically authorised by the terms of its ATOL.
3. If an ATOL holder fails to comply with any of these ATOL Standard Terms ("ASTs") its ATOL may be suspended, varied or revoked under ATOL Regulation 35. The CAA may also commence enforcement action under civil or criminal law.

Definitions

4. Unless otherwise stated, phrases used in the ATOL Standard Terms have the same meaning as those terms in:
 - a) the ATOL Regulations 2012 (as defined below);
 - b) the ATT Regulations 2007, (as defined below);
 - c) the ATT Deed (as defined below); and
 - d) each ATOL holder's licence document.

However, to assist in reading these ATOL Standard Terms, the relevant definitions from these sources are also included within the definitions set out below:

- 'agent' means a person acting as an agent for an ATOL holder, in compliance with ATOL Regulation 12;
- 'APC' means ATOL Protection Contribution;
- 'Accredited Body' means an ATOL holder accredited by the CAA as an Accredited Body under ATOL Regulation 33;
- 'ATOL' means an Air Travel Organiser's Licence granted by the CAA;

- 'ATOL-ATOL transaction' means making available flight accommodation to another ATOL holder other than in circumstances where the other ATOL holder is the ATOL holder's agent;
- 'ATOL Certificate' means a document in the form published from time to time by the CAA in its Official Record pursuant to ATOL Regulation 19 which must be supplied pursuant to ATOL Regulation 17;
- 'ATOL holder' means a person who holds an Air Travel Organiser's Licence granted by the CAA under the ATOL Regulations 2012 and includes those that hold an SBA, a Trade ATOL, and a Franchise Member ATOL;
- 'ATOL holder's Group' means parent undertakings, subsidiary undertakings, joint ventures and associated undertakings of the ATOL holder. The term 'associate' is defined in the Companies Act 2006;
- 'ATOL Regulations 2012' means the Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012 (as amended);
- 'ATT Deed' means The Air Travel Trust Deed dated 5 January 2004 (as amended);
- 'ATT Regulations 2007' means the Civil Aviation (Contributions to the Air Travel Trust) Regulations 2007 (as amended);
- 'consumer' includes a traveller and means an individual who:
 - a) makes use of flight accommodation for travel in person or provides it to another person who uses that flight accommodation for travel in person;
 - b) intends to make use of flight accommodation for travel in person or intends to provide it to another person to use that flight accommodation for travel in person; or
 - c) makes use of flight accommodation for travel in person which has been provided to them by a person who is a consumer by reason of paragraph A; but is not a person who procures flight accommodation in the course of business and while acting as the agent of another person who uses that flight accommodation for travel in person.
- 'Fails, Failure, Failed' has the meaning, in respect of an ATOL holder, prescribed in ATOL Regulation 23;
- 'flight accommodation' means accommodation for the carriage of a person on a flight by an aircraft (whether or not registered in the UK) in any part of the world;
- 'Franchise Member ATOL holder' means the holder of an ATOL who is a member of an ATOL holder that has entered into a Franchise Agreement with the Air Travel Trust;

- 'gross invoice value' means monies received or expected to be received from a consumer before the first leg of their trip is due to commence;
- '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 (i) an air travel organiser; or (ii) where an ATOL is held by an Accredited body, a member of that Accredited Body, and constitutes an activity in respect of which that air travel organiser or Accredited Body is required to hold an ATOL;
- 'AB member' means a person who acts as a member of an Accredited Body;
- 'package' is defined in the ATOL Regulations. Packages can be organised as Single-contract Packages or Multi-contract Packages. 'Single-contract Packages' are those under which the consumer has the benefit of one contract with the organiser for all the travel services that are part of the package. 'Multi-contract Packages' are those where the consumer has more than one contract for all the travel services that together are part of the package;
- 'passenger' means any person due to travel under the terms of a licensable transaction, excluding a child below the age of 2 on the date of return back to the point of original departure who is not allocated a separate seat before boarding an aircraft;
- 'payment period' means a period of a quarter or (as the case may be) of 1 calendar month determined by the CAA to be applicable to a class of ATOL holder, or to a particular ATOL holder, in accordance with ATT Regulation 6 and published in Section 2 of the CAA's Official Record Series 3; 'related party' means a person who has links with the ATOL holder through common shareholders, directors, partners or where there are significant levels of trading or financial links. "Related to the ATOL holder" shall be interpreted accordingly;
- 'reporting period' means the payment period applicable to the ATOL holder determined by ATT Regulation 6 and published in Section 2 of the CAA's Official Record Series 3;
- 'Small Business ATOL holder' or 'SBA holder' means a person who holds a Small Business ATOL, as defined in the ATT Regulations 2007 (as amended);
- 'Standard ATOL holder' means any ATOL holder who is not an SBA holder;
- 'traveller' is defined in ATOL Regulation 4(1);
- 'travel service' is defined in ATOL Regulation 4(1).

Scope

5. Standard terms that apply to the making available of flight accommodation apply equally to the procuring of flight accommodation on behalf of a consumer in circumstances where ATOL Regulation 9A (1) applies, and to facilitating the making available of flight accommodation by another person in circumstances where ATOL Regulation 9B (1) applies.

ATOL Standard Term 1 - Providing information to consumers before and after sale Information in Publicity Material

Where all the services available are ATOL protected

AST1.1

The ATOL holder must (and the ATOL holder must ensure that its agents and AB members) 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 (delete 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.caa.co.uk

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

Where some but not all of the services available are ATOL protected

AST1.2

The ATOL holder must (and the ATOL holder must ensure that its agents and AB members) 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:

“Some of the flights and flight-inclusive holidays in this brochure/on this website (delete 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 (delete as appropriate). This brochure

shows you the protection that applies in the case of each holiday and travel service offered/This website will provide you with information on the protection that applies in the case of each holiday and travel service offered before you make your booking. (delete as appropriate) 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.caa.co.uk"

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

AST1.3

ATOL holders that advertise ATOL protected services 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.

Information to be provided to customers before a contract is concluded

AST1.4

The ATOL holder must (and the ATOL must ensure that its agents and AB members) 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, the consumer has chosen a flight when the date, origin and destination of each flight have been determined.

AST 1.4 will be revoked on 1 April 2019.

AST 1.4A

Wherever a consumer is invited to choose from a service that is ATOL protected or is available to be combined into an ATOL protected service the ATOL holder must (and the ATOL holder must ensure that its agents and AB members) ensure that the consumer is made aware, by means of information displayed clearly and transparently and in close proximity to the display of the price of the service, that the service is ATOL protected.

Where that licensable transaction constitutes a Single-contract Package this information must be provided as soon as the consumer is invited to choose that package. Where that licensable transaction constitutes a Multi-contract Package this information must be provided as soon as the selections made by the consumer mean that the consumer is being invited to choose that

package. Where that licensable transaction is a Flight-Only, this information must be provided as soon as the consumer has selected a date, origin and destination of a flight or flights.

AST 1.4A comes into force on 1 April 2019.

AST1.4B

Wherever a consumer is invited to choose from a service that is ATOL protected or is available to be combined into an ATOL protected service the ATOL holder must (and the ATOL holder must ensure that its agents and AB members) ensure that the consumer is made aware, by means of information displayed clearly, transparently and prominently, of the following information, where this information is known to the ATOL holder at the time:

- a) flight dates and departures and arrival times
- b) departure and arrival airports (including any connecting airport if the flight is indirect);
- c) whether the flight is direct or indirect;
- d) the name of the airline;
- e) Whether hold luggage and transfer services form part of the ATOL protected package; and
- f) Details, including price, of extra hold luggage allowance or transfer services that can also be purchased.

Where that licensable transaction constitutes a Single-contract Package this information must be provided as soon as the consumer is invited to choose that package. Where that licensable transaction constitutes a Multi-contract Package this information must be provided as soon as the selections made by the consumer mean that the consumer is being invited to choose that package. Where that licensable transaction is a Flight-Only, this information must be provided as soon as the consumer has selected a date, origin and destination of a flight or flights.

AST 1.4B comes into force on 1 April 2019.

AST 1.4C

As soon as reasonably practicable and in any event before a consumer concludes their offer to buy an ATOL protected service or services the ATOL holder must (and the ATOL holder must ensure that its agents and AB members) ensure that the consumer is made aware, by means of information displayed clearly transparently and prominently, that the service is ATOL protected and the name of the ATOL holder (or its trading name notified to the CAA) and its ATOL number.

Where that licensable transaction constitutes a Single-contract Package this information must be provided as soon as the consumer is invited to choose that package. Where that licensable transaction constitutes a Multi-contract Package this information must be provided as soon as the selections made by the consumer mean that the consumer is being invited to choose that