

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

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 Exemption 10/2012- Flight-Only Use of Consumer's Credit or Debit Card- has been revoked and replaced with 02/2018 - Flight-Only Ticket Fully Paid Exemption. Exemption 05/2013- Corporate Sales Exemption- has been revoked.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

Updated

15 February 2019

Document revised and re-issued to include the addition of the new ATOL Standard Term 6.4. Further changes include, the expiration and removal of a specific exemption, the inclusion of an existing exemption, and the correction of minor errors.

Update

04 February 2020

Document revised and re-issued to update Appendix A 'Requirements for ATOL Reporting Accountants' only. Changes include, amendments to the work procedures for an ARA, more guidance on what constitutes an ATOL sale, updating the referencing to 'Appendix A' and the correction of minor errors.

Update

27 May 2022

Document revised and re-issued to include:

Class exemption 02/2012 "Technical problem and code share exemption" is amended to reflect the UK's departure from the EU.

Class exemption 01/2020 "Sales to persons selling under a general business travel agreement" that was granted on 18 September 2020 is added to the document.

The specific exemption granted to the easyJet group of companies is amended to correct a former publishing error.

Section 1.3: Form and content of an ATOL Certificate - reference to selling in EEA countries has been removed.

Section 1.4: Schedule of Agency Terms - the schedule for agents established and selling in EEA countries has been removed.

Section 1.8: Schedule of ATOL Standard Terms is re-published and amended as follows:

- ATOL Standard Terms 1.1 and 1.2 are amended to make it clear that the requirement to use the ATOL logo does not apply to an agent for an ATOL holder.

- ATOL Standard Term 3.5 – change to reporting requirements. Small Business ATOL holders required to report future bookings.
- ATOL Standard Term 3.7 - update to terminology from 'Guidance Note 10' to 'Appendix A'
- ATOL Standard term 3.13 – change to reporting requirements. Franchise Member ATOL holders and SBAs required to report future bookings.
- ATOL Standard Term 6.1 is amended to remove reference to selling in EEA countries.

Appendix A – Updated copies of AAR Part 1 & AAR Part 2 are added. Wording is updated for removal of Guidance Note 10 wording, SBA to quarterly reporting and additional 'future booking' reporting for SBAs and Franchise member ATOL holders.

Appendix A – ARA Logo conditions of use and copy of ARA logo

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 atolonline@caa.co.uk

1.2 ATOL Regulation 11: Exemptions from the ATOL Regulations 2012¹

1.2.1 Class exemptions: In accordance with ATOL Regulation 11, class exemptions granted by the CAA are included here. Any class exemptions granted by the CAA from time to time after the date of publication of this Official Record Series 3 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

¹ Persons may be exempt from the need to hold an ATOL by reason of ATOL Regulation 10 or by an exemption granted by the CAA under ATOL Regulation 11. Details of those persons exempt by reason of ATOL Regulation 10 are included in the ATOL Regulations.

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 Regulation (EU) Number 1008/2008 on the Licensing of Air Carriers as retained (and amended in UK domestic law) under the European Union (Withdrawal) Act 2018; 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 flight accommodation 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.
5. Paragraph 2 of this exemption was made on 15 February 2019 to correct typographical errors.

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 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, 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.
6. Paragraph 1 of this exemption was made on 15 February 2019 to correct typographical errors.

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 came 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 was revoked on 1 July 2018

Civil Aviation Authority
8 June 2018

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 came 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 came into force on 1 July 2018.

Civil Aviation Authority
8 June 2018

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 came into force on 1 July 2018.

Civil Aviation Authority
8 June 2018

01/2020 – SALES TO PERSONS SELLING UNDER A GENERAL BUSINESS TRAVEL AGREEMENT EXEMPTION

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 in the circumstances set out in paragraph 2 from the need to hold an Air Travel Organiser's Licence.
2. This exemption applies if the person (A) makes available flight accommodation to a person (B) who will sell the flight accommodation on to another person (C) under and in accordance with the terms of a "general business travel agreement".
3. This exemption only applies if (A) has taken all reasonable steps and exercised all due diligence to enquire of the person (B) buying the flight accommodation whether (B) will make the flight accommodation available to another person (C) under and in accordance with the terms of a general business travel agreement, and (A) has satisfied itself that this is the case.
4. This exemption only applies if (A) states on all invoices and receipts that it issues in respect of the flight accommodation it makes available: - "This sale is not protected under the ATOL Scheme".
5. In this exemption, "general business travel agreement" has the same meaning as that used in Regulation 10 of the ATOL Regulations 2012¹
6. This exemption came into force on 18 September 2020.

Civil Aviation Authority
18 September 2020

1: Regulation 10 of the ATOL Regulations 2012 states "...general business travel agreement" means an agreement which is concluded between a trader and another person, for the purpose of booking travel arrangements in connection with that other person's trade, business, craft or profession."

1.2.2 Specific Exemptions

In accordance with ATOL Regulation 11, specific exemptions granted by the CAA are included here.

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.
easyJet Airline Company Limited		2 July 2018- o.e.

Any specific exemptions granted by the CAA from time to time after the publication date of this Official Record Series 3 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 the 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 the 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 came 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 – easyJet Airline Company Limited, easyJet Europe Airline GMBH, easyJet Switzerland S.A. and easyJet UK Limited.

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

1. Subject to paragraph 6, 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, 3 or 4 from the need to hold an Air Travel Organisers' Licence.
2. This exemption applies if:
 - a) the person making available flight accommodation to the consumer directly (e.g. through website, mobile application or telephone sales) is easyJet Airline Company Limited ("EACL");
 - b) EACL purchases the flight accommodation from the operator of the aircraft on which the flight accommodation is made available and the operator is one of either easyJet Europe Airline GmbH, easyJet Switzerland S.A. or easyJet UK Limited (each "an easyJet airline");
 - c) Immediately after the consumer pays a deposit or the full cost of the flight accommodation charged by the easyJet airline and/or EACL to the consumer, the easyJet airline (through EACL) immediately issues a confirmed ticket to the consumer;
 - d) each easyJet airline enters into and maintains in force an undertaking, in a form agreed by the CAA, that tickets made available via EACL will be honoured whether or not the relevant easyJet airline has been paid; and
 - e) EACL states clearly on all invoices and receipts issued in respect of that flight accommodation: - "This sale is not protected under the ATOL Scheme".
3. Additionally, this exemption applies if:
 - a) the person making available flight accommodation is making it available to a consumer and that person is an Authorised Party (as defined and listed in paragraph 5) or sources the flight accommodation from an easyJet airline (through EACL) using an Authorised Conduit (as defined and listed in paragraph 5);
 - b) the person making available flight accommodation pays the full cost of the flight accommodation charged by the easyJet airlines and/or EACL to EACL at the time of purchase (either directly or via an Authorised Conduit);
 - c) immediately after the person making available flight accommodation pays a deposit or the full cost of the flight accommodation the easyJet airline (through EACL) immediately issues a confirmed ticket to the person making available

- flight accommodation which is immediately provided by that person to the consumer;
- d) each easyJet airline enters into and maintains in force an undertaking in a form agreed by the CAA that tickets made available via an Authorised Party or an Authorised Conduit will be honoured whether or not the relevant easyJet airline or EACL has been paid; and
 - e) the person making available flight accommodation on an easyJet airline 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 also applies to EACL for any flight accommodation it makes available in the circumstances described in paragraph 3.
5. For the purpose of this exemption:
- a) an Authorised Party is a person (a) with whom EACL has entered into a written agreement for the distribution of flight accommodation on easyJet airlines who is entitled and able immediately upon payment for the flight accommodation by the consumer to supply a confirmed ticket to the consumer; and (b) who has been notified to the CAA in writing, within 3 months of entering into the written agreement.
 - b) an Authorised Conduit is a person (a) with whom EACL has entered into a written agreement for the distribution of flight accommodation on easyJet airlines who is entitled and able immediately upon payment for the flight accommodation by the consumer to supply a confirmed ticket to the consumer (via persons using its services); and (b) who has been notified to the CAA in writing, within 3 months of entering into the written agreement.
6. This exemption does not apply if:
- a) the flight accommodation is made available as part of a package;
 - b) the easyJet airline 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 easyJet airline or EACL or an Authorised Party.
7. This exemption came into force on 3 July 2018.

Civil Aviation Authority
2 July 2018

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).

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

Schedule of Agency Terms to be included in a written agency agreement between an ATOL holder and its agent

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 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(2)(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.

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

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: May 2022

Date of Coming into force: May 2022 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:

- 'AB member' means a person who acts as a member of an Accredited Body;
- '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;

- '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).

** with the exception of the use of the ATOL logo*

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).

** with the exception of the use of the ATOL logo.*

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

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.

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, 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 forms part of the ATOL protected booking;
- f) whether transfer services form part of the ATOL protected package; and
- g) details, including price, of extra hold luggage allowance or transfer services that can also be purchased.

This information must be displayed clearly, transparently and prominently. ATOL holders are responsible for ensuring that its agent and AB members comply with this term.

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 1.4C

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 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.

AST1.4D

When an ATOL holder advertises travel services through a website operated by a third party the ATOL holder must ensure that the information required by ASTs 1.4A, 1.4B and 1.4C is provided to the consumer as soon as the consumer was invited to choose those travel services and in any event before the contract with the consumer is concluded

ATOL holder's terms and conditions of booking, information relating to payment requests (Invoices) and information relating to payment acknowledgment (Receipts)

AST1.5

The ATOL holder (or its agent or AB member on its behalf) must ensure that:

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

"Your Financial Protection. When you buy an ATOL protected flight or flight inclusive package 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."

Where 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.

ATOL Certificates – changes to information

AST1.6

Where the information entered on an ATOL Certificate changes more than 72 hours before the consumer is due to travel, the ATOL holder must (and the ATOL holder must ensure that 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 travel, the ATOL holder must (and the ATOL holder must ensure that its agents and AB members) update and record those changes on their business systems.

Agreement with Consumer about form of ATOL protection

AST1.7A

The following term applies where the ATOL holder has a contractual or statutory obligation (including as an organiser of a package) 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 agreements with its consumers requires 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. The following wording should be included in the ATOL holder's terms of business with consumers;

"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 the consumer's claim where the consumer receives a benefit from the Air Travel Trust

AST1.7B

The following term applies where the ATOL holder has a contractual or statutory obligation (including as an organiser of a package) 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 the 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.

The following wording should be included in the ATOL holder's terms of business with consumers; "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."

Sales through Agents of ATOL holders or Members of an Accredited Body

AST1.8

ATOL holders that make available flights (including flight-inclusive packages) through agents or (where the ATOL holder is an Accredited Body) its AB members must ensure that their agents and AB members provide the information ATOL holders are required to provide by the terms within ATOL Standard Terms 1 to the consumer.

AST1.9

ATOL holders, their agents and their AB members must insert a Unique Reference number on each ATOL Certificate supplied by them which identifies the ATOL holder's or Accredited Body's Booking Reference(s) of the ATOL Protected elements listed on it.

AST1.10

ATOL holders may not, by their agency terms or any other means, seek to avoid their contractual liability to their consumers if their agent produces an ATOL Certificate incorrectly.

Packages – Confirmation

AST1.11

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

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

except to the extent that these have already been given to the consumer pursuant to the organiser's obligations under the Package Travel and Linked Travel Arrangements Regulations 2018.

Where an ATOL holder sells a package via an agent or AB member, whether or not that agent or AB member organises its own package incorporating that package, or facilitates a Linked Travel Arrangement 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.

Status of money held by Agents of ATOL holders and Members of Accredited Bodies

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.

ATOL Standard Term 2 - Providing information to the trade

Documentation required for an ATOL to ATOL transaction

AST2.1

When agreeing to sell a flight sold on an ATOL-ATOL basis, the supplying ATOL holder must produce and supply an 'ATOL-ATOL Supplier invoice' containing the following words in a prominent position:

"This is an ATOL to ATOL transaction to [purchasing ATOL holder's name and ATOL number]. This invoice is not to be passed to a consumer and there is no ATOL protection provided. The flight(s) are made available for resale under the ATOL of [purchasing ATOL holder's name and ATOL number]."

Document required when appointing an agent

AST2.2

When appointing an agent (in accordance with ATOL Regulations 10,12 and 22) ATOL holders must send a written agency agreement (either in hard copy or electronically) to the proposed agent. This agreement must contain all the terms of the agreement between the principal ATOL holder and the agent, including the terms mandated by the CAA and published in the CAA's Official Record Series 3 pursuant to ATOL Regulation 22. If new or revised terms are published by the CAA (in the CAA's Official Record Series 3) such terms immediately take effect as terms of the agreement between the ATOL holder and the agent and the ATOL holder must incorporate those new or revised terms in their written agency agreements within 3 calendar months of publication date. No terms negotiated between the principal ATOL holder and the agent may contradict or purport to contradict the CAA's mandated terms. Any that do will be void.

AST2.3

An ATOL holder may prohibit its agent from appointing another person to carry out its obligations to the ATOL holder (a sub-agent). Where the ATOL holder permits an agent to confer authority to bind the principal into obligations with consumers, or other ATOL holders, onto a sub-agent the ATOL holder must permit and require its agent to enter it into a written agency agreement with the sub-agent in equivalent terms to the written agency agreement the agent has with the ATOL holder. In the absence of a written agency agreement between the ATOL holder and the sub-agent, the sub-agent may not make available flight accommodation as agent of the ATOL holder.

ATOL Standard Term 3 - Providing information to the CAA

Definitions applicable to AST 3

“ATOL Holder’s ARA” means an ARA that has entered into the CAA Standard ARA-ATOL Terms of Engagement with an ATOL holder.

“ATOL Reporting Accountant” or **“ARA”** means an accountant designated by a professional accountancy body.

“ATOL Reporting Accountant Scheme” or **“ARA Scheme”** means the arrangements and agreements entered into between the CAA and professional accountancy bodies under which (a) the professional accountancy bodies agree to designate their suitable members (in terms of qualifications, expertise, skills, experience and integrity of character) as ARAs and to oversee their designated ARA’s:

1. adherence to the duties, competence and standards required by CAA of ARAs set out in the Key Components of the ARA Scheme (which is at Schedule 1 of the professional accountancy body’s agreement with the CAA);
2. adherence to the ARA agreed work procedures published in Annex 7, 8 & 9 of the CAA’s Requirements for ATOL Reporting Accountants in Official Record Series 3; and
3. manner in which they take into account the PAB’s own suggested work procedures for providing an opinion in respect of ATOL licensable revenue;

and (b) the CAA agreed to approve the professional accountancy body to designate their members as ARAs.

“ARA Scheme Agreement” means an agreement entered into between the CAA and a professional accountancy body.

“CAA Standard ARA-ATOL Terms of Engagement” means standard terms of engagement agreed between the CAA and the PAB and entered into between ATOL holders and their ARAs which must be the terms on which the ATOL holder’s ARA has signed reports that will be provided to the CAA. The CAA will not accept reports signed by the ATOL holder’s ARA where the ARA and the ATOL holder’s agreement do not contain these standard terms. No provisions in the wider terms of the agreement between the ARA and the ATOL holder may seek to vary, amend, override or limit the standard terms.

“Professional Accountancy Body” or **“PAB”** means an organisation approved by the CAA to designate and oversee ARAs pursuant to the ARA Scheme. A list of approved PABs is published in CAA’s Requirements for ATOL Reporting Accountants in Official Record Series 3 (GN10).

Types of ATOL sale	Subject of ATOL report	SBA	Standard	Franchise Member <£5m ATOL revenue and ≤1,000 pax	Franchise Member <£5m ATOL revenue and >1,000 pax	Franchise Member ≥£5m ATOL revenue
Public	Passengers booked and the gross invoice value	AST3.5	AST3.8 or AST3.10	AST3.13A	AST3.13A	AST3.13

	Passengers departed and the gross invoice value	AST3.6	AST3.9 or ST3.11	AST3.13A	AST3.13A	AST3.13
	Accountants' report	AAR – Part 1	AAR – Part 1	n/a	AAR – Part 2	AAR – Part 1 and 2
Public	Future travel bookings held – passengers and the gross invoice value	AST3.5	AST3.8 or AST3.10	AST3.13A	AST3.13A	AST3.13
ATOL to ATOL	Seats sold	n/a	AST3.15	n/a	n/a	AST3.15
	Accountants' report	n/a	AAR – Part 1	n/a	n/a	AAR – Part 1
Airline Ticket Agent Report	Accountants' report	3039	3039	n/a	n/a	3039
Information from Financial Statements	Financial information	AST3.6A	AST3.9A or AST3.11A	n/a	AST3.15*, data in AAR - Part 2 only without signed ARA report	AST3.13B
	Accountants' report	AAR – Part 2	AAR – Part 2	n/a		AAR – Part 2
As requested	Other specific factual confirmations		Subordinated Loans Cash gift (Sole Traders and Partnerships) Guarantees New share capital/rights issue Bank loan funding Repayment of item post year end Change of ownership			
As requested	Ring fencing confirmations		Financial ring fencing Structural ring fencing			

*The CAA may require this report to be signed off by an ATOL Reporting Accountant and the ATOL holder will be notified when this is required.

Reporting passenger numbers and total invoice values

NOTE:

- A passenger has departed, within the meaning of these ATOL Standard Terms, on the date the first leg of a flight or flight inclusive trip listed on an ATOL Certificate is due to depart.
- ATOL holders must report to the CAA in respect of licensable transactions concluded on their behalf by their agent or AB member.

AST3.1

All reports that must be completed by the ATOL holder must be signed by the ATOL holder's Accountable Person.

AST3.2

All reports required to be signed by an ATOL holder's accountant in accordance with these ATOL Standard Terms must be signed by the ATOL holder's ARA: **except**

- a) where the CAA requires an audit report on the ATOL holder's statutory accounts as condition of grant, renewal, variation or continuation of the ATOL holder's ATOL, (which must be signed by the ATOL holder's auditor);
- b) where the CAA requires an 'accounts compilation report' on the ATOL holder's financial statements as condition of grant, renewal, variation or continuation of the ATOL holder's ATOL; and/or
- c) where the CAA requires information pursuant to AST 4.2 (i.e. additional information which can be requested by, and must be provided to, the CAA).

AST3.3

All reports required under the ATOL Standard Terms must identify separately how many of the passengers and how much the gross invoice value were in respect of Flight-Only, Single-contract Packages and Multi-contract Packages (which together comprise Public Sales).

AST3.4

Where the ATOL holder is an Accredited Body all reports due under the terms of ATOL Standard Term 3 must include transactions entered into by its AB members.

Small Business ATOL holder – Report of Passengers Booked

AST3.5

Within 14 days of the end of each quarter, the ATOL holder must inform the CAA in the manner specified by the CAA of:

- a) the number of passengers included in licensable transactions booked during the previous quarter; and
- b) the gross invoice value in respect of the bookings reported in a).

Future travel bookings reporting

- c) the number of passengers included in licensable transactions for all future travel bookings held; and
- d) the gross invoice value in respect of the bookings reported in c).

The addition of AST 3.5 (c) and AST 3.5 (d) comes into force 6 months after this publication's date.

Small Business ATOL holder – Report of Passengers Departed

AST3.6

Within 14 days of the end of each quarter the ATOL holder must inform the CAA in the manner specified by the CAA of:

- a) the number of passengers included in licensable transactions departed during the previous quarter; and
- b) the gross invoice value in respect of the passengers reported in a).

AST3.6A

As part of the application for renewal the ATOL holder must provide financial information extracted from their financial statements in order to populate the required financial information reported in the Annual Accountants Report Part 2.

Small Business ATOL holders – Annual Accountants' Reports Part 1 & 2

AST3.7

Within 9 months of a Small Business ATOL holder's financial period end or its ATOL renewal date, whichever is the earlier, all Small Business ATOL holders must supply to the CAA, in the manner specified by the CAA, a report, signed by the ATOL holder's ATOL Reporting Accountant prepared in accordance with the requirements of Appendix A (Requirements for ATOL Reporting Accountants) confirming:

- a) the number of passengers included in licensable transactions booked during each quarter of the licence period;
- b) the number of passengers departed during each quarter of the licence period;
- c) the gross invoice value in respect of the passengers departed during each quarter of the licence period during the 4 calendar quarters immediately prior to the Small Business ATOL holder's last financial period end or as required in the case of a change to the ATOL holder's financial year end and its ATOL renewal date for the 6 or 18 months immediately prior to the ATOL holder's last financial year end; and
- d) the additional financial information requested by ATOL Standard Terms 3.6A.

Standard ATOL holders other than Franchise member ATOL holders – Monthly Report of Passengers Booked

AST3.8

This monthly reporting requirement applies to those ATOL holders whose payment period is 1 calendar month. Those ATOL holders must, within 14 days of the end of each month, inform the CAA, in the manner specified by the CAA, of:

- a) the number of passengers included in licensable transactions booked during the previous month;
- b) the gross invoice value in respect of the bookings reported in a);

Future travel bookings reporting

- c) the number of passengers included in all licensable transactions for all future travel bookings held, broken down by the month those passengers are due to travel, if that month is within the next 12 months, otherwise the number of passengers that are due to travel more than 12 months from the reporting month; and
- d) the gross invoice value in respect of the bookings reported in c).