

Date: _____

Dear Agent,

This agreement **has got** three parts:

Page 2 – 12 are the Brightsun terms and conditions

Page 13 -24 are the Agency agreement as per CAA requirements

Page 25 – 35 are the schedule of terms as per CAA requirements

You need to complete information and sign on pages 2, 12, 24, 25, 33 and 35.

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

Yours Sincerely

Accounts Dept.

NB please scan and send the signed completed pages 2, 12, 24, 25, 33 and 35. And Email :

accounts@brightsun.co.uk or Post to

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

If you have any questions regarding the agreement, please call during UK working hours MON-FRI on 0203 411 5098.

Brightsun Terms and Conditions

THIS CONTRACT is made on the day of _____ 20

BETWEEN

BRIGHTSUN TRAVEL UK LTD

(Registered Number 2024271) ,

14 Hanworth Road, Hounslow, Middx, TW3 1UA Referred to herewith as
("Brightsun");

And

_____ (company name)

_____ (company registration number)

Of address

Landline number: _____

IT IS AGREED:

2 Definitions and Interpretation

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

3 Nature of this Contract

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

4 Duration

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

5. Access to Air Fares and Travel Related Products

- 5.1 Brightsun agrees to provide the Agent with net fares from time to time on behalf of the Airlines, it represents. The Rates shall be accessible over telesales or through the trade website www.btres.com. These rates shall remain valid until such a time specified by the Airline and which remain current as at the Commencement Date.
- 5.2 Seats will be provided by Brightsun on behalf of the Airlines on certain routes, for certain prices and in certain classes, through the GDS, (which are accessible also by the Agent through btres.com, and will be subject to specific rules and restrictions all of which will be detailed in www.btres.com.
- 5.3 Brightsun may, at any time, amend or issue new air fares or withdraw all or any part of existing booked itinerary by informing the Agent of the change.
- 5.4 The Agent acknowledges that the prices of air fares appearing on the Rate Sheet(s) may be affected by items such as the future imposition of or increases in fuel surcharges, insurance charges, security charges or other taxes, fees, charges or airline surcharges of whatsoever nature. Brightsun may increase the fares at any time for any reason with immediate effect.
- 5.5 The inventory of air seats, and hotel rooms, and transfers are subject to availability. Brightsun does not guarantee that any inventory held on option will be made available.
- 5.6 For the avoidance of doubt, all air fares issued pursuant to this Contract shall be exclusive of any Travel Agent Remuneration and no Travel Agent Remuneration shall be payable on any Tickets issued pursuant to this Contract or any bookings made pursuant to this Contract.
- 5.7 The conditions associated to particular airline fare products must be adhered to. Brightsun may from time to time perform checks and demand the associated documentation with the type of fare being used.
 - a. Example 1. ITX (Inclusive tour fares) cannot be exposed to passengers and they must be combined with Ground arrangements, such as a tour, hotel, or car hire.
 - b. Example 2. Cruise fares must be combined with cruise and cannot be exposed to passengers. A cruise Voucher may be demanded when a cruise fare is utilized.
 - c. Example 3: VFR fares – these fares are meant for Visiting Family and Relatives passengers. These fares are meant for distribution to offline agencies and they cannot be marketed online.

5.8 Some Seat only and published fares may be distributed online environment (APART FROM AIRLINES MENTIONED in ANNEX A). Other fares such as (but not limited to) ITX, VFR, CRUISE, Charity, Entertainment, Student, etc. may not be displayed on a b2c environment as stand along fares, whether that be through a metasearch site, a b2b partner hosting Brightsun products on a metasearch site, through the subagents own website, or on print. They can be sold only on offline basis adhering to the conditions listed in clause If content is required for both offline and online platforms then we would require a separate agreement to be signed for both brands

6 Test Calling

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

7 Provision of Information

- 7.1 The Agent must provide Brightsun with the following information in respect of Seat Only bookings;
- (a) The full name of each passenger as appears on passport;
 - (b) Advise each passenger to provide all API data on applicable routes;
 - (c) If possible an e mail address and mobile telephone number for each passenger. This could be the e-mail address and mobile telephone number for the Agent;
 - (d) The identity of all children under 12 years of age and the date of birth of such children; and
 - (e) Any and all other information required by Brightsun and the Airlines from time to time.
 - (f) Brightsun does not receive all of the details required pursuant to this Clause 7, Brightsun may cancel the Agent's bookings (without payment of compensation) and release the reserved seats.
 - (g) Pursuant to IATA resolution 830d, Brightsun is required to transmit the traveler contact to the airline/hotel/transfer/cruise company. When dealing to subagents, Brightsun will transmit the sub-agent telephone and email contact details within the PNR. The sub-agent is then responsible to provide passenger contact details to the supplier

8. Sub-Agents

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

9 Obligations of the Agent

- 9.1 The Agent shall:
- (a) Conduct itself in accordance with the highest business standards and not do or permit or omit to be done anything which might reflect adversely upon the business integrity or goodwill of Brightsun or any Airline;
 - (b) Comply with any CAA bonding requirements, all relevant legislation (including, without limitation, the Data Protection Act 1998 and the ATOL Regulations), regulations, codes of practice, guidance notes and other requirements of any relevant government or governmental agency or IATA;

- (c) Hold, pursuant to the ATOL Regulations its own ATOL license with which it shall comply at all times, and if not shall then need to sign the Agency Agreement letter also.
- (d) Advise all individuals who have had travel arrangements issued pursuant to this Contract:
 - (i) That they must check the relevant entry requirements for any country the individual is visiting;
 - (ii) That they must have the correct visas, passport, health certificates and other documentation for the relevant journey at the time of travel;
 - (iii) If the individual must re-confirm his/her return flight; and
 - (iv) Of the particular itinerary on which the individual will travel;
- (e) Collect and be liable for all taxes, fees, charges and airline surcharges of whatsoever nature in relation to air fares at the time of issuing the Tickets and reimburse Brightsun the relevant amount for any shortfall in collection in addition to paying for the relevant air fares;
- (f) Not sell the seats at Seat Only Fares to a group (10 or more individuals) booked together on one flight;
- (g) **Incorporate the Conditions of Carriage and all other relevant ticketing and contractual conditions and** any other conditions prescribed by the appropriate authority at the request of and for the benefit of the relevant Airline to form part of this Contract and all contracts entered into with individuals pursuant to this Contract;
- (h) keep secret and confidential all Confidential Information and shall only use or disclose such information in order to properly perform its obligations under this Contract. The Agent shall be responsible to Brightsun and the Airlines in respect of any disclosure or use of such Confidential Information by a person to whom disclosure is made. This obligation of confidentiality shall not extend to any matter which becomes part of the public domain, other than as a breach of the provisions of this Clause, or as is required to be disclosed under any applicable law or court order. This Clause shall be deemed to survive termination of this Contract.
- (i) Comply with all reasonable instructions issued by Brightsun pursuant to or in connection with this Contract;
- (j) provide all reasonable assistance on enquiry or investigation by Brightsun or any Airline; and
- (k) comply with Schedule 2.

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

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

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

10 Advertisements and Promotion

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

- (a) Use of any Airline's logo, trademarks or intellectual property must be in accordance with the relevant Airline's instructions and current guidelines;
- (b) All promotional and advertising material in respect of the Seat Only Fares must comply with the rules and restrictions set out in the most recent Rate Sheet issued by Brightsun; and

(c) The Agent shall obtain Brightsun's prior written approval to any advertising or promotion.

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

11 Reservations and Ticketing

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

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

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

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

(a) Issued as E tickets, and made available on the agent website www.btres.com

(b) Sent to the Agent by first class post or electronic mail; or

(c) If requested by the Agent, and subject to payment of any Miscellaneous Charges required by Brightsun, sent by courier.

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

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

(a) All Seat Only Fares quoted on the Rate Sheets are exclusive of taxes, fees and charges.

(b) Unaccompanied children under the age of 16 shall not be permitted to travel at Seat Only Fares.

(c) Name changes, cancellations, alterations and refunds shall only be permitted in certain limited circumstances as set out in the relevant Airline's Conditions of Carriage and the applicable fare rules. All requests for name changes, cancellations, alteration and refunds shall be referred to Brightsun and shall be subject to payment of the relevant Airline's standard charges and any Miscellaneous Charges required by Brightsun (as varied from time to time).

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

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

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

- 11.8 The Agent warrants that it will provide adequate control over the security of its operations so as to prevent illegal and/or fraudulent transactions with Brightsun. This without limitation to the scope of this warranty, includes security over the access to the Agent's computer systems, equipment and passwords. The Agent shall indemnify Brightsun and the Airlines and keep Brightsun and the Airlines fully indemnified from and against any and all Losses suffered or incurred by Brightsun or any Airline as a result of Tickets wrongly or wrongfully issued as a result of the use of the Agent's systems, equipment and passwords.
- 11.9 It is the responsibility of the agent that where a reservation is being cancelled by the principal, that the agent should provide a time line of 4 (four) hours prior to cancellation of the reservation for Brightsun to produce the documentation for the reservation. Brightsun indemnifies itself for all losses in the case where either a reservation has less than 4 (four) hours left till cancellation, or in the event of force majeure or a core system failure (such as a GDS).
- 11.10 The agent shall indemnify Brightsun from any bookings which arise from GDS abuse which are made by the agent in their own GDS system or by the agent in the Brightsun GDS system. As such, the agent shall be liable to pay for any Agency Debit Memos arising from such GDS abuse, any further liabilities. If it is deemed necessary, Brightsun may cancel unflown GDS abuse bookings which have been ticketed in order to protect the reputation of Brightsun, and as such any documentation such as ATOL certificates will stand null and void. Any charges arising from GDS abuse bookings such as cancellation charges and any re-protection costs towards all passenger's travel arrangements costs arising from GDS abuse bookings will be the liability of the agent.
- 12 Payment**
- 12.1 Subject always to Clause 12.2, prior to Brightsun issuing any Tickets requested by the Agent pursuant to Clause 11 the Agent shall pay to Brightsun: -
- (a) The total price for the itinerary applicable;
 - (b) All taxes, fees and charges applicable to the travel itinerary;
 - (c) Any Miscellaneous Charges levied by Brightsun in respect of such Travel arrangements.
- No Tickets will be issued by Brightsun in respect of any booking made by the Agent unless and until Brightsun has received payment in full in cleared funds in accordance with this Clause 12.
- 12.2 Brightsun may, in its absolute discretion and subject to such terms and conditions as Brightsun may require, agree to provide the Agent with a credit facility in respect of monies due for Tickets issued pursuant to this Contract. The terms of any credit facility provided pursuant to this Clause must be confirmed in writing by Brightsun to the Agent. If the Agent fails to comply with the terms of any credit facility provided pursuant to this Clause, Brightsun may: -
- (a) Immediately withdraw the credit facility; and
 - (b) Cancel any and all bookings made by the Agent pursuant to this Contract which remain unpaid at the date of the failure; and
 - (c) Terminate this Contract immediately by notice in writing to the Agent, without payment of compensation.
- 12.3 Payment shall be in pounds sterling.
- 12.4 All sums payable by the Agent pursuant to this Contract are exclusive of VAT (if any) for which the Agent is solely liable.
- 12.5 If payment is not received in accordance with the procedures set out above or such other procedures agreed to in writing by Brightsun from time to time, Brightsun may refuse to accept further new bookings.

- 12.6 Brightsun shall invoice the Agent for all sums owing by the Agent to Brightsun pursuant to this Contract either by email or post. Payment of all invoices shall be made in accordance with the terms appearing on the invoice and this Clause.
- 12.7 'In the event of non-payment of Brightsun Travel Limited invoice(s) which subsequently results in recovery being sought by means of a Court Claim or the involvement of a registered Debt Collection Agency you agree to reimburse Brightsun Travel Limited for any such costs incurred in the recovery of monies due.

13 Termination

- 13.1 Either party may terminate this Contract by written notice with immediate effect if:
 - (a) The other is or is reasonably likely to: become insolvent; or enter into any composition, scheme or arrangement with its creditors; or have a receiver (including an administrative receiver) appointed over all or any of its assets; or have distress or execution levied on its assets which is not paid within 7 days; or (if the Agent is an individual) be the subject of a petition for a bankruptcy order; or appear on reasonable grounds to be unable to pay its debts; or (if the Agent is a partnership) be dissolved; or suffer any similar procedure to any set out in this Clause 13.1(a); or if the other suspends or ceases or threatens to suspend or cease carrying on its business; or
 - (b) The other materially breaches this Contract; or
 - (c) The other fails to remedy, where it is capable of remedy, or persists in any breach of any of its obligations under this Contract after having been required in writing to remedy or desist from such breach within 30 days; or
 - (d) There is a change of Control in the other party; or
 - (e) Any regulatory authority lawfully requires either or both parties to terminate this Contract or not give effect to the whole or a material part of this Contract or requires any or all of the parties to cease arrangements of this nature.
- 13.2 Either party may terminate this Contract on a minimum of 1 month's written notice to the other.
- 13.3 Brightsun may terminate the Contract immediately upon written notice to the Agent if the Agent breaches any or all of Clauses 5, 7, 9.1(a), 9.1(c), 9.1(d), 9.1(g), 9.1(h), 9.1(i), 9.2, or 10.
- 13.4 Termination of this Contract for any reason shall be without prejudice to the rights and remedies of either party which may have accrued up to termination. In particular, where a passenger has concluded a contract with an Agent for the purchase of a seat on a flight at a Seat Only Fare prior to termination, then Brightsun shall honor such contract and treat this Contract as not having terminated in relation to such contract for that seat only.

14 Liability

- 14.1 Subject to Clauses 13.2 and 13.4, neither Brightsun nor the Airlines shall be liable to any other party for any loss of profit, goodwill or other economic loss (direct or indirect) or any other indirect or consequential losses or damage which arises out of or in connection with this Contract.
- 14.2 The Agent shall keep Brightsun and the Airlines fully indemnified against all Losses resulting directly or indirectly from:
 - (a) Any breach of this Contract by the Agent or any officer, employee, agent, sub-agent, contractor or sub-contractor of the Agent; or
- 14.3 Brightsun's or the relevant Airline's refusal to carry any passengers travelling on Tickets sold pursuant to this Contract who do not hold the appropriate visas, permits, passports or other documentation required for entry into the UK or any other country or state;
- 14.4 Neither Brightsun nor the Airlines shall be liable for and the Contract shall not be terminable by the Agent in respect of any breach of Contract caused by events outside Brightsun or the Airline's reasonable control.

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

15 Legal and Administrative Issues

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

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

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

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

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

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

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

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

And notices to Brightsun shall be sent to:

**Brightsun Travel (UK) limited 14 Hanworth Road
Hounslow, Middx, TW3 1UA Fax number:
+44 (0) 208 814 7766**

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

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

16. Data Protection

16.1 In this clause the following definitions apply:

- (a) **Agreed Purposes:** means the agreed purposes to enable the parties to fulfil their respective obligations under the terms of this Agreement and all connected activities relating to the same [i.e. in order to validate financial transactions for UK Money Laundering regulations 2017]
- (b) **Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organizational measures:** have the same meaning as set out in the Data Protection Legislation in force at the time;
- (c) **Data Protection Legislation:** (i) the Data Protection Act 1998, until the effective date of its repeal (ii) the General Data Protection Regulation ((EU) 2016/679) (**GDPR**) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and (iii) any successor legislation to the Data Protection Act 1998 and the GDPR, in particular the Data Protection Bill 2017-2019, once it becomes law;
- (d) **Permitted Recipients:** means the parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with this agreement (including suppliers of travel arrangements), and HMRC, or enforcement authorities who may request the information from time to time.
- (e) **Shared Personal Data:** means the personal data to be shared between the parties under clause 1.2 of this agreement to enable the parties to fulfil their obligations under the terms of this Agreement.

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

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

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

- (a) Ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
- (b) Give full information of the nature of such processing to any data subject whose personal data may be processed under this agreement. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- (c) Process the Shared Personal Data only for the Agreed Purposes and shall not retain or process the Shared Personal Data for longer than is necessary to carry out the Agreed Purposes;
- (d) Not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;

- (e) Ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;
 - (f) Ensure that it has in place appropriate technical and organizational measures, reviewed and approved by the other party, to protect against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
 - (g) Not transfer any personal data received from the Data Discloser outside the EEA unless the transferor:
 - (i) Complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and
 - (ii) Ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; or (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.
- 16.5 **Mutual assistance.** Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:
- (h) Consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
 - (i) Promptly (and at the latest within 7 days of receipt) inform the other party about the receipt of any data subject access request;
 - (j) Provide the other party with reasonable assistance in complying with any data subject access request;
 - (k) Not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
 - (l) Assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (m) Notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation, and provide assistance in relation to managing/dealing with the breach;
 - (n) At the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the personal data;
 - (o) Use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
 - (p) Maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the other party or the other party's designated auditor; and
 - (q) Provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach and the regular review of the parties' compliance with the Data Protection Legislation.

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

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

Signed on behalf of Brightsun (Print name)

Signature

Date

Signed on behalf of (Print Agency Name)

Please print name of person signing

Signature

Date

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

1. DEFINITIONS

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

ABTA	ABTA Ltd, The Travel Association ;ABTA
Single Payment Scheme (SPS)	a payment processing system that allows ABTA touroperators and travel agents to make direct debiting arrangements via the online SPS system;
ATOL	Air Travel Organizers' License issued by the Civil Aviation Authority;
ATOL Certificate	a document that complies with the requirements specified in regulation 19 of the ATOL Regulations;
ATOL Regulations	the Civil Aviation (Air Travel Organizers' Licensing) Regulations 2012 (as amended);
CAA	Civil Aviation Authority;
Lead Name	The person over the age of 18 years named as the first-person on the booking form, who alone instructs the agent to change names, amend the booking details, or cancel the booking and who is liable for full payment of the Travel Arrangements booked and all other changes, including amendment and cancellation charges;
Licensable Transaction	an offer made by a consumer (or their agent) to purchase flight accommodation for one or more persons on a flight which is accepted by an air travel organizer and constitutes an activity in respect of which that air travel organizer is required to hold an ATOL.
Package	A package holiday as defined in the Package Travel and Linked Travel Arrangements Regulations 2018;
Travel Arrangements	Air or other transport tickets, accommodation, car hire, package holidays and any other travel services supplied by the Supplier/ Principal ATOL holder.

2. APPOINTMENT

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

3. TERM

This Agreement shall come into force on the date of this Agreement and shall continue indefinitely, unless terminated earlier in accordance with the provisions of Clause 10 below.

4. ATOL SCHEDULE OF AGENCY TERMS

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

5. ENTIRE AGREEMENT

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

See also Agency Terms 1 and 11 in Schedule 1.

6. FINANCIAL PROTECTION

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

[Licensable products: protected under ATOL number []].

[Non-licensable packages: protected by means of a bond held by [name of body]/ trust account [insert details] / insurance policy [insert details].

Non-package products: [insert details of bonding, trust account or insurance or state none].

7. DUTIES OF THE AGENT

The Agent agrees to:

- (i) *Product display*
Display brochures, other promotional material, adverts or products supplied to it by the Supplier/ Principal ATOL holder in its premises or on its website as appropriate;

(ii) Sales promotion

Promote and use its reasonable endeavors to increase sales of the Supplier/ Principal ATOL holder's Travel Arrangements to existing and potential clients;

(iii) Disclosure of Supplier/ Principal ATOL holder

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

Dedicated publicity material means that on which the Agent holds itself out as being able to make available the Travel

Arrangements as Agent for the Supplier/ Principal ATOL holder.

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

See also Agency Terms 2.1 and 2.2 in Schedule 1.

(iv) Information to be provided for package holidays

Provide to the Lead Name, in respect of Packages organized by the Supplier/Principal ATOL holder, all the information required by Regulations 5, 6 and 7 of the Package Travel and Linked Travel Arrangements Regulations 2018. This must be provided in a clear, comprehensible and prominent manner; and where the information is provided in writing, in a legible form.

The information and the point at which it must be given is set out in Schedule 2 to this agreement.

(v) ATOL Certificates

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

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

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

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

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

- (e) Provide the Lead Name with an ATOL Certificate in its own name, if it creates its own Package.

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

(vi) Booking form and payment

- (a) Ensure that a booking form is signed by the Lead Name and a deposit of £ [] taken or, in the case of a late booking within the balance due date, the full cost of the Travel Arrangements, before confirming the booking with the Supplier/ Principal ATOL holder; and
- (b) Thereafter, keep safe the signed booking form for at least [6] years¹ and to provide on request, copies of the same to the Supplier/ Principal ATOL holder at any time within that period;

(vii) Booking conditions

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

(viii) Receipts and Confirmations

Provide the Lead Name with

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

¹ Six years is the limitation period within which an action for breach of contract must be brought. The Supplier/ Principal ATOL holder can reduce this figure e.g. due to its data protection policy, or if six years is impractical.

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

- (a) Any receipt or invoice supplied must contain the ATOL holder's name on their ATOL (or trading name notified to the CAA), ATOL Number and a statement in the following form:
*"Your Financial Protection
When you buy an ATOL protected flight or flight inclusive 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."*
- (b) Any receipt supplied must identify which part of the money paid by the client is protected by the ATOL holder's ATOL and which, if any, is not.
- (c) The Agent must, where it has sold a Package, notify the ATOL holder so that the ATOL holder can produce a Confirmation. This must be passed to the client immediately it is received by the agent. It must be received by the client within 3 days of the agent accepting payment from the client.

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

(ix) *Insurance*

Ensure that the Lead Name is specifically advised of the insurance available through the Supplier/ Principal ATOL holder or advised of an alternative of at least equal standard, appropriate for that client's requirements, which the client shall be[requested]/[required]² to purchase at or before the time of entering into a contract with the Supplier/ Principal ATOL holder;

(x) *Amendments notified by Supplier/ Principal ATOL holder*

- (a) Notify the Lead Name immediately in writing (and by telephone if notification occurs less than [14] days before departure) of all corrections and amendments advised by the Supplier/ Principal ATOL holder (whether advised by the Supplier/ Principal ATOL holder in writing or orally) in respect of that client's booking;
- (b) Ensure that any instructions regarding written amendments to the Supplier/ Principal ATOL holder's brochures, promotional material or other documentation held by the Agent are acted upon expeditiously.

(xi) *Special requests*

- (a) Ensure that when a client makes a special request in respect of a booking, this request is promptly and accurately notified to the Supplier/ Principal ATOL holder in writing; and

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

- (b) Undertake not to make any verbal or written assurances to a client that any special request shall be complied with;

(xii) *Telephone bookings/late bookings*

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

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

- (a) Delivered to the Lead Name in person; or
- (b) Sent to the Lead Name's address no later than the next working day;

(xiii) *Notification of cancellation and amendment requests by clients*

Ensure that all requests by a client to amend or cancel a booking are passed on to the Supplier/ Principal ATOL holder in writing on the day on which they are received;

(xiv) *Cancellation and amendment procedure*

Inform the Lead Name of any obligations to pay cancellation/amendment charges where a client requests the cancellation or amendment of a booking.

(xv) *Collection and remittance of monies due*

- (a) Collect from clients all deposits, balances, cancellation charges, amendment fees and all other monies payable by clients in accordance with the Supplier/ Principal ATOL holder's booking conditions [as published from time to time] and to remit those monies as shown on the Supplier/ Principal ATOL holder's confirmation invoice, cancellation invoice or amendment invoice as applicable to the Supplier/ Principal ATOL holder by their due date.
- (b) The Agent shall not release to the client any tickets, vouchers or coupons until correct payment has been received from the client.

(c) The Agent agrees to remit monies due to the Supplier/ Principal ATOL holder by way of the ABTA Single Payment Scheme.³

(xvi) Agent's liability

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

(a) collecting a deposit and/or balance from the client; or

³ For more information on the Single Payment Scheme, see www.abta.com

(b) collecting the total cost of the Travel Arrangements in the case of a late booking; or

(c) collecting any other sums due under the client's contract with the Supplier/ Principal ATOL holder such as amendment fees;

(xvii) Agent's Indemnity

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

(xviii) Complaints

a) Use reasonable endeavors to resolve client complaints of a minor nature.

b) Advise the Supplier/ Principal ATOL holder immediately of any complaint by a client in relation to the Travel Arrangements (including any complaint to a Trading Standards Department or a regulatory or trade body);

(ixx) Duty to forward

(a) Forward immediately to the Supplier/Principal ATOL holder any communication or correspondence received from a client, and

(b) forward immediately to the client

- any refunds, and
- any communication or correspondence received from the Supplier/Principal ATOL holder.

(xx) Duty not to misuse Supplier/ Principal ATOL holder's name/trademark

Not make use of the Supplier/ Principal ATOL holder's name, trademarks or ATOL number in any unlawful or unauthorized way, or allow any third party to do so.

(xxi) Authority

Not book the Supplier/ Principal ATOL holder's Travel Arrangements on behalf of any third party not authorized by the Supplier/ Principal ATOL holder to purchase such Travel Arrangements.

(xxii) Compliance with laws and regulations

Comply with all relevant laws and regulations, including the Package Travel and Linked Travel Arrangements Regulations 2018, the Civil Aviation (Air Travel Organizers' Licensing) Regulations 2012, the Consumer Protection from Unfair Trading Regulations 2007 and the ABTA Code of Conduct (including any amendments), insofar as they affect the Agent's activities. The Agent also agrees to keep the Supplier/ Principal ATOL holder indemnified against any and all loss, damage, costs or claims suffered by the Supplier/ Principal ATOL holder as a result of any non-compliance by the Agent.

See also clause 9 on data protection.

8. THE SUPPLIER/ PRINCIPAL ATOL HOLDER'S UNDERTAKINGS

The Supplier/ Principal ATOL holder hereby undertakes to:

(i) Provision of brochures

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

(ii) Brochure compliance

Ensure that all brochures and other promotional material published by the Supplier/ Principal ATOL holder comply with the requirements of civil and criminal law;

(iii) Indemnity

Hold the Agent indemnified against any liability arising from the failure of the Supplier/ Principal

ATOL holder to comply with the provisions of sub-clause (ii) above and any liability arising from the Supplier/ Principal ATOL holder's failure to perform or properly perform its contract with a client.

See also Agency Term 12 in Schedule 1.

(iv) Confirmation of bookings

Confirm each booking request by:

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

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

The Supplier/ Principal ATOL holder shall, if the booking is a package, issue a Confirmation, **which must contain:**

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

(v) *Commission*

Pay commission on each booking made by the Agent with the Supplier/ Principal ATOL holder at the rate of [] %, subject to the following:

(a) No commission shall be payable until the Supplier/ Principal ATOL holder has issued a confirmation invoice or confirmed the booking on view data in accordance with its booking conditions; and

(b) No commission shall be payable if a client cancels his travel arrangements, save that the Agent shall be entitled to receive commission on any forfeit deposits or cancellation charges payable by the client,

provided such payment has been made by that client.

The mechanism for payment of commission is as agreed between the Agent and the Supplier/ Principal ATOL holder and set out at Schedule 3 of this Agreement.

(vi) *Tickets/vouchers*

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

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

9. DATA PROTECTION

(i) In this clause the following definitions apply:

- (a) **Agreed Purposes:** means the agreed purposes to enable the parties to fulfil their respective obligations under the terms of this Agreement and all connected activities relating to the same [i.e. STATE THE PURPOSES FOR WHICH THE PERSONAL DATA IS TO BE HELD];
2. (b) **Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organizational measures:** have the same meaning as set out in the Data Protection Legislation in force at the time;
3. (c) **Data Protection Legislation:** (i) the Data Protection Act 1998, until the effective date of its repeal (ii) the General Data Protection Regulation ((EU) 2016/679) (**GDPR**) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and (iii) any successor legislation to the Data Protection Act 1998 and the GDPR, in particular the Data Protection Bill 2017-2019, once it becomes law;
4. (d) **Permitted Recipients:** means the parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with this agreement (including suppliers of travel arrangements), and [ADD ANY OTHER PERMITTED RECIPIENTS];
5. (e) **Shared Personal Data:** means the personal data to be shared between the parties under clause 1.2 of this agreement to enable the parties to fulfil their obligations under the terms of this Agreement.

- (ii) **Shared Personal Data.** This clause sets out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (the Data Discloser) will regularly disclose to the other party (the Data Recipient) Shared Personal Data collected by the Data Discloser for the Agreed Purposes.
- (iii) **Effect of non-compliance with Data Protection Legislation.** Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation and, not by any act or omission, put the other party in breach of them in connection with this Agreement. Any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, constitute a material breach of this Agreement for the purposes of Clause 10.
- (iv) **Particular obligations relating to data sharing.** Each party shall:
 - (a) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
 - (b) give full information of the nature of such processing to any data subject whose personal data may be processed under this agreement. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
 - (c) process the Shared Personal Data only for the Agreed Purposes and shall not retain or process the Shared Personal Data for longer than is necessary to carry out the Agreed Purposes;
 - (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
 - (e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;
 - (f) ensure that it has in place appropriate technical and organizational measures, reviewed and approved by the other party, to protect against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
 - (g) not transfer any personal data received from the Data Discloser outside the EEA unless the transferor:
 - (h) complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and
- (iii) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; or (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

- (v) **Mutual assistance.** Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:
- a) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
 - b) promptly (and at the latest within 7 days of receipt) inform the other party about the receipt of any data subject access request;
 - c) provide the other party with reasonable assistance in complying with any data subject access request;
 - d) not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
 - e) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - f) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation, and provide assistance in relation to managing/dealing with the breach;
 - (g) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the personal data;
 - (h) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
 - (l) maintain complete and accurate records and information to demonstrate its compliance with this clause [NUMBER] [and allow for audits by the other party or the other party's designated auditor]; and
 - (j) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach and the regular review of the parties' compliance with the Data Protection Legislation.
- (vi) **Indemnity.** Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other [reasonable] professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it. [The liability of the indemnifying party under this clause shall be subject to the limits set out in [CLAUSE SETTING OUT LIMITS OF LIABILITY].

10. TERMINATION

- (i) Either party may terminate this Agreement at any time on giving at least 28 days' written notice to the other party.
- (ii) Either party may terminate this Agreement immediately on giving written notice to the other party if:
 - (a) the other party commits any material breach of this Agreement; or
 - (b) the other party commits a breach of this Agreement and fails to remedy to the satisfaction of the non-breaching party, within 7 days of receiving a written request to do so, that breach; or
 - (c) clause 9 (iii) applies; or
 - (d) in one party's reasonable opinion, there is any repeated or persistent failure by the other party to provide service of a sufficiently high standard to clients booking Travel Arrangements.
- (iii) This Agreement shall terminate immediately without notice if:
 - (a) the other party suspends or ceases trading or indicates that it intends to cease trading or becomes unable to pay its debts as they fall due; or
 - (b) the other party has a receiver or liquidator appointed, or passes an effective resolution for winding up except for the purpose of amalgamation, reconstruction or reorganization) or a Court makes an order to that effect or a similar event occurs; or
 - (c) distress or execution is levied against the property of the other party.
 - (d) the Agent ceases to be a member of ABTA (without the express consent for continuation by the Supplier/ Principal ATOL holder).
- (iv) If this Agreement is terminated for any reason save those set out at sub-clauses (iii)(a), (b) and (c), the termination shall not apply (at the Supplier/ Principal ATOL holder's discretion) in relation to bookings confirmed by the Supplier/ Principal ATOL holder to the Agent before the effective date of termination and the rights and obligations of the parties under this Agreement in respect of such bookings shall survive the termination and be enforceable notwithstanding it.

11. VARIATION

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

12. ASSIGNMENT

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

13. NOTICES

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

- (a) *[Insert address of Supplier/ Principal ATOL holder, fax number and email address]*, in the case of the Agent; or
- (b) *[Insert address of Agent, fax number and email address]* in the case of the Supplier/ Principal ATOL holder; or
- (c) Such other address, fax number or email address as either party may from time to time notify to the other in writing.

14. GOVERNING LAW

This Agreement is governed by the laws of England and Wales and both parties agree to submit to the jurisdiction of the English courts at all times.⁴

15. RIGHTS OF THIRD PARTIES

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

Signed for and on

Behalf of *[insert name of Supplier/ Principal ATOL holder]*

BRIGHTSUN TRAVEL PVT LTD

[Signature of Supplier/ Principal ATOL holder]

.....

Signed for and on

Behalf of *[insert trading name of the Sub-Agent]*

.....

[Signature of the Subagent]

.....

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

SCHEDULE 1

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

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

AGREEMENT BETWEEN

(Trade agent name)

AND

Brightsun Travel UK Ltd / ATOL 3853

APPOINTING _____ (Trade agent name)

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

PURSUANT TO ATOL REGULATIONS 12 AND 22 On

(date)

Definitions

The definitions used in this agreement have the same meaning as those used in the ATOL Regulations 2012 (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 organizer and constitutes an activity in respect of which that air travel organizer 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 AST2.2 and Agency Term 1 no agency term negotiated between the principal ATOL holder and the agent may contradict or purport to contradict the CAA's mandated terms and any that do so will be void.

Agency Term 1

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

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

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

Agency Term 2

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.

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.

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

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 organizes 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.

6.2 Where an agent makes available a package as agent of a principal ATOL holder, the agent must additionally obtain a Confirmation (see AST1.11) 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 was 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 authorized 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.

SCHEDULE 2

The information required by clause 7(iv):

(a) Product information

Before a contract for a Package is concluded, provide the following information, where applicable to the Package.

1. The main characteristics of the travel services specified in paragraphs 2 to 10.
2. The travel destination, the itinerary and periods of stay, with dates and, where accommodations included, the number of nights included.
3. The means, characteristics and categories of transport, the points, dates and time of departure and return, the duration and places of intermediate stops and transport connections.
4. Where the exact time of departure and return is not yet determined, the organizer and, where applicable, the retailer, must inform the traveler of the approximate time of departure and return.
5. The location, main features and, where applicable, tourist category of the accommodation under the rules of the country of destination.
6. The meals which are included in the package.
7. The visits, excursions or other services included in the total price agreed for the package.
8. Where it is not apparent from the context, whether any of the travel services are to be provided
9. to the traveler as part of a group and, if so, where possible, the approximate size of the group.
10. Where the traveler's benefit from other tourist services depends on effective oral communication, the language in which those services are to be carried out.
11. Whether the trip or holiday is generally suitable for persons with reduced mobility and, upon the traveler's request, the precise information on the suitability of the trip or holiday taking into account the traveler's needs.
12. The trading name and geographical address of the organizer and, where applicable, of the retailer, as well as their telephone number and, where applicable, e-mail address.
13. The total price of the package inclusive of taxes and, where applicable, of all additional fees, charges and other costs or, where those costs cannot reasonably be calculated in advance of the conclusion of the contract, an indication of the type of additional costs which the traveler may still have to bear.

14. The arrangements for payment, including any amount or percentage of the price which is to be paid as a down payment and the timetable for payment of the balance, or financial guarantees to be paid or provided by the traveler.
15. The minimum number of persons required for the package to take place and the time-limit, referred to in regulation 13(2)(a), before the start of the package for the possible termination of the contract if that number is not reached.
16. General information on passport and visa requirements, including approximate periods for obtaining visas and information on health formalities, of the country of destination.
17. Information that the traveler may terminate the contract at any time before the start of the package in return for payment of an appropriate termination fee, or, where applicable, the standardized termination fees requested by the organizer, in accordance with regulation 12(1) to (6).
18. Information on optional or compulsory insurance to cover the cost of termination of the contract by the traveler or the cost of assistance, including repatriation, in the event of accident, illness or death.

(b) Information on the key rights of Packages

Before a contract for a Package is concluded, provide the following information:

Note: where the use of hyperlinks is possible, parts 2 and 3 can be provided by hyperlink.

PART 1 General

The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018.

Therefore, you will benefit from all EU rights applying to the packages. Company XY/ companies XY will be fully responsible for the proper performance of the package as a whole.

Additionally, as required by law, company XY/ companies XY has/have protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes/they become insolvent.

PART 2 Key rights under the Package Travel and Linked Travel Arrangements Regulations 2018

- Travelers will receive all essential information about the package before concluding the package travel contract.
- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travelers are given an emergency telephone number or details of a contact point where they can get in touch with the organizer or the travel agent.
- Travelers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.

- The price of the package may only be increased if specific costs rise (for instance fuel prices), and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, the traveler may terminate the contract. If the organizer reserves the right to a price increase, the traveler has a right to a price reduction if there is a decrease in the relevant costs.
- Travelers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, has changed significantly. If before the start of the package the trader responsible for the package cancels the package, travelers are entitled to a refund and compensation where appropriate.
- Travelers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travelers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveler at no extra cost. Travelers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organizer fails to remedy the problem.
- Travelers are also entitled to a price reduction or compensation for damages or both where the travel services are not performed or are improperly performed.
- The organizer has to provide assistance if the traveler is in difficulty.
- If the organizer or the retailer becomes insolvent, payments will be refunded. If the organizer or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travelers is secured. XY has taken out insolvency protection with YZ (the entity in charge of the insolvency protection, e.g. a guarantee fund or an insurance company). Travelers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if services are denied because of XY's insolvency.

PART 3 The Package Travel and Linked Travel Arrangements Regulations 2018

The organizer or the retailer must provide the address of the website where a copy of the Package Travel and Linked Travel Arrangements may be found.

(c) The Package Contract

The Agent must ensure that the package travel contract sets out the full content of the package and includes the information set out below.

When the package travel contract is concluded, or without undue delay after its conclusion, the Agent must provide the Lead Name with a copy or confirmation of the contract on a durable medium.

Where the contract is concluded in the simultaneous physical presence of the parties, the Agent must provide to the Lead Name a paper copy of the package travel contract if the traveler so requests.

Where an off-premises contract is concluded, the Agent must provide a copy or confirmation of that contract to the Lead Name on paper or, if the Lead Name agrees, on another durable medium.

The information: All the information set out in (a) of this Schedule 2 and:

1. Any special requirements of the traveler which the organizer has accepted.
2. Information that the organizer is—
 - (a) responsible for the proper performance of all travel services included in the contract in accordance with regulation 15;
 - (b) obliged to provide assistance if the traveler is in difficulty in accordance with regulation 18.
3. The name of the entity in charge of the insolvency protection and its contact details, including its geographical address, and, where applicable, the name of the competent authority designated by the member State concerned for that purpose and its contact details.
4. The name, address, telephone number, e-mail address and, where applicable, the fax number of the organizer's local representative, of a contact point or of another service which enables the traveler to contact the organizer quickly and communicate with the organizer efficiently, to request assistance when the traveler is in difficulty or to complain about any lack of conformity perceived during the performance of the package.
5. Information that the traveler is required to communicate any lack of conformity which the traveler perceives during the performance of the package in accordance with regulation 15(3).
6. Where minors who are unaccompanied by a parent or another authorized person travel on the basis of a package travel contract which includes accommodation, information enabling direct contact by a parent or another authorized person with the minor or the person responsible for the minor at the minor's place of stay.
7. Information on available in-house complaint handling procedures and on alternative dispute resolution pursuant to [Directive 2013/11/EU](#) of the European Parliament and of the Council of 21 May 2013 on alternative dispute resolution for consumer disputes and amending Regulation [\(EC\) No 2006/2004](#) and [Directive 2009/22/EC](#) (Directive on consumer ADR) and, where applicable, on the alternative dispute resolution entity by which the trader is covered and on the online dispute resolution platform pursuant to Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation [\(EC\) No 2006/2004](#) and [Directive 2009/22/EC](#) (Regulation on consumer ODR).

8. Information on the traveler's right to transfer the contract to another traveler in accordance with regulation 9.

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

Signed for and on behalf of _____ (company name)

Signature _____

Name (in block capitals) _____

Position Held _____

Date _____

IATA number _____

ABTA number _____

TTA number _____

GDS Supplier _____

Emergency out of hours' number _____

BELOW IS FOR BRIGHTSUN USE ONLY:

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

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

Signature _____

Name (in block capitals) _____

Position Held _____

Date _____

ANNEX A

In order to protect brands and content online, the following airlines have imposed content distribution as follows:

American Airlines/ British Airways / Finnair / Iberia – if selling content online in b2c only published content may be sold. This applies whether your company is selling B2C online or the B2B partner that you are supplying content to selling to is selling online. All other content such as Cruise / SME/Seat only net fares can only be shown online in a closed used group that is not accessible by the public.

Air France / Delta / KLM / Virgin Atlantic – if selling content online in b2c only published content may be sold. This applies whether your company is selling B2C online or the B2B partner that you are supplying content to selling to is selling online. All other content such as Cruise / SME/Seat only net fares can only be shown online in a closed used group that is not accessible by the public.

1. When selling these products online to B2C the prices shown to the customer, must be the final price including all credit card / payment charges
2. Display the name of Air France, KLM and Delta product being purchased
3. Disclose the key attributes & conditions of the AF, KL, DL fare of the AF, KL, DL fare
4. Present a fully transparent Present a fully transparent breakdown for ancillary products price (same as for the ticket price).
5. Clear and transparent communication to the customer (e.g.: no “repackaging” of AF KL DL products; e.g. if a date change fee for KLM is fee1 and the agent wants to charge a fee2, both charges must be shown separately indicating the agent fee.
6. Show carrier upsell options

If you would like to discuss please contact the OTA TEAM on OTA.TEAM@brightsun.co.in or +44 2033938878 / +91 124-4163002.

Please fill in OPTION 1 **OR** OPTION 2:

OPTION 1

This is to confirm that we will distribute Brightsun content online through our own websites or through third party companies and therefore accept the restrictions on content names in ANNEX A

A/C number: _____

Company Name: _____

Name: _____

Designation: _____

Date: _____

OR

OPTION 2

We would like to receive the content named in ANNEX A, and hereby agree that our company will not sell this content ONLINE or distribute to any other third party (irrespective of whether the third party sells online or offline).

A/C number: _____

Company Name: _____

Name: _____

Designation: _____

Date: _____
