

AGENCY AGREEMENT

This Agreement is made this eighth day of July 2021 between:-

- (1) 1st Class Holidays Ltd, Trafford House, Chester Road, Manchester, M32 0RS ("Operator")
- (2) The Agent defined below

1. Background

- 1.1 The Operator is the holder of ATOL No 5421 and must comply with ATOL Regulations and ATOL Standard Terms.
- 1.2 The Operator is also a member of ABTA Ltd and must comply with the ABTA Code of Conduct.
- 1.3 The purpose of this Agreement is to appoint the Agent as the Operator's agent pursuant to Regulations 12 and 22 of ATOL Regulations, to comply with ATOL Standard Term 1.4. in respect of all Licensable Transactions and to generally regulate their relationship.

2. Start Date

2.1 This Agreement will take effect from 08th August 2018 or, if later, the date on which the Agent first seeks to confirm a Booking with the Operator.

3. Definitions and interpretation

3.1 In this Agreement, the following words have the following meanings:-

- (1) "Agent" means the travel agency specified in Schedule 1 including all current and future branches and trading addresses (unless otherwise specified by the Operator at any time)
- (2) "Agreement" means this agreement including all schedules, additions and amendments
- (3) "ATOL" means an Air Travel Organiser's Licence
- (4) "ATOL Protected Products" means the flight inclusive packages and flight only arrangements sold by the Operator as principal and protected by the Operator's ATOL and, where the context requires, any of them
- (5) "ATOL Regulations" mean the Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012 (Statutory Instrument 2012 No 1017) and the Civil Aviation (Air Travel Organiser's Licensing) Regulations 2018 and any amendment or re-enactment of the same
- (6) "ATOL Agency Terms" means which the Operator is required by Regulation 22 of the ATOL Regulations and the ATOL Standard Terms to include in any written agency agreement with its agents which applies to Licensable Transactions and any variation of the same by the CAA, the current version of which appear in Schedule 4.
- (7) "Balance Due Date" means the date on or by which the full cost of the Product must be paid to the Operator under its applicable booking conditions
- (8) "Booking(s)" means any booking(s) of any Product(s) made by any Customer(s) with the Operator through the Agent
- (9) "CAA" means the Civil Aviation Authority of Gatwick Airport South, West Sussex, RH6 0YR, UK
- (10) "Customer(s)" means the person(s), or any of them as the context requires, who purchase any Product(s) or on whose behalf any Product(s) is purchased. In respect of any ATOL Protected Products, Customer(s) means the consumer as defined by regulation 4 of ATOL Regulations
- (11) "DPA" means the Data Protection Act 1998 and any amendment or re-enactment of the same
- (12) "Failure of the Operator" has the same meaning, in respect of the Operator, as that specified in regulation 23 of ATOL Regulations in relation to "failure of an ATOL holder" and "Failed", in respect of the Operator, shall be construed accordingly

(13) "in writing" means, unless otherwise specified, by post, facsimile, e-mail (providing the Agent contacts the Operator at such address as the Operator notifies the Agent in writing) and/or any other method agreed or notified by the Operator in writing

(14) "Late Booking" means any Booking which is made on or after Balance Due Date

(15) "Lead Customer" means the Customer who makes the Booking and/or any substitute for that person

(16) "Licensable Transaction" means an offer made by a Customer (or their agent) to purchase flight accommodation (whether as a flight only or as part of a flight inclusive package) for one or more persons on a flight which is accepted by the Operator and constitutes an activity in respect of which the Operator is required to hold an ATOL in accordance with ATOL Regulations

(17) "Product(s)" means the inclusive holiday arrangements, ATOL Protected Products, transportation, accommodation, car hire, transfers and all other products and services of whatever nature as the Agent is from time to time asked to sell on the Operator's behalf as agent for the Operator

(18) "Package" has the meaning given to it in the PTRs and where referenced in this Agreement, means a Package organised by the Operator.

(19) "PT Regulations" mean the Package Travel and Linked Travel Arrangements Regulations 2018 and any amendment or re-enactment of the same and all other applicable legislation implementing the Directive (EU) 2015/2302 on package travel and linked travel arrangements;

(20) "ABTA" means ABTA Limited, The Travel Association, 30 Park Street London SE1 9EQ (www.abta.co.uk)

(21) "ORS3" means the Official Record Series 3 published by the CAA, as amended from time to time.

3.2 All terms of this Agreement which have a defined meaning in ATOL Regulations have the same meaning in this Agreement.

3.3 Words denoting the singular include the plural and vice versa, words denoting any gender include any other gender and references to clauses, sub-clauses and schedules are, unless otherwise stated, to clauses and sub-clauses of and schedules to this Agreement. References to any person(s) include, where the context requires and permits, natural persons, incorporated and unincorporated bodies, associations, firms and partnerships. The headings in this Agreement are for reference purposes only.

4. Appointment of the Agent

4.1 Subject to clause 4.2, the Operator appoints the Agent to be its non-exclusive retail agent to sell and market the Products within the United Kingdom.

4.2 In respect of ATOL Protected Products, the Operator appoints the Agent to be its non-exclusive agent for an ATOL holder for the purpose of and in accordance with regulation 12 of ATOL Regulations to sell and market those ATOL Protected Products within the United Kingdom to Customers.

4.3 This Agreement replaces any existing agreement between the parties (which is terminated as a result) except in respect of Products (other than ATOL Protected Products) which were booked by the Agent prior to this Agreement coming into effect to which any previous arrangement will continue to apply. For the avoidance of doubt, this Agreement will apply to all ATOL Protected Products including those which were booked prior to this Agreement taking effect.

5. ATOL Protected Products

5.1 The ATOL Agency Terms form part of this Agreement and apply to the sale and offering for sale of all ATOL Protected Products by the Agent. No term of this Agreement or any other agreement in existence between the Operator and the Agent may contradict or purport to contradict the ATOL Agency Terms and any that do so will be void. In the event of any conflict between any of the ATOL Agency Terms and any other terms of this Agreement, the relevant provision(s) of the ATOL Agency Terms will apply in respect of and to the extent of the conflict.

5.2 The Agent's authority to act as the Operator's agent in accordance with clause 4.2 is subject to and conditional on the Agent's compliance with the terms of this Agreement (including, in particular but without limitation, the ATOL Agency Terms) and with the requirements of the ATOL Regulations so far as they apply to the Agent..

5.3 Subject to the Agent complying with the terms of this Agreement, the Operator authorises the Agent to accept payment from the Customer(s) of the amount due to the Operator in respect of each Licensable Transaction and,

on receipt of the applicable payment, to confirm that a contract between that the Operator and the Customer(s) concerned has come into existence in respect of that Licensable Transaction providing that, prior to the Agent doing so, the Operator has specifically confirmed to the Agent in writing or by such other method as is acceptable to the Operator in relation to that particular Licensable Transaction that the Operator is in a position to confirm it.

5.4 Subject to clause 5.3, the Operator authorises the Agent to supply an ATOL Certificate in respect of each Licensable Transaction following receipt of the first payment from the Customer(s) concerned without prior reference to the Operator. The Agent must provide the ATOL Certificate to the Lead Customer in accordance with the specified method set out in accordance with Regulations 17 and 18 of the ATOL regulations and ATOL Agency Term 6.1.

5.5 In order to comply with clause 5.4, the Agent must, immediately once it is in a position to confirm the Booking to the Customers and as directed by the Operator, either accurately provide the Operator with all information required to enable the Operator to issue an ATOL Certificate for the Customers or accurately complete the applicable CAA approved ATOL Certificate template in the correct specified form, being Package (single-contract), as outlined in Appendix B of the ORS3, to enable the Agent to issue an ATOL Certificate for the Customers.

5.6 The Agent undertakes not to accept any payment from any Customer(s) in respect of a Licensable Transaction without complying with the requirements of clause 5.4.

5.7 Upon receiving applicable payment from any Customer, the Agent shall provide the Lead Name with:

- 5.7.1 a receipt, stating the amount taken on behalf of the Operator, that the Agent acts as agent for the Operator and naming the Operator; and
- 5.7.2 the confirmation document issued by the Operator ATOL holder
- 5.7.3 Any receipt or invoice supplied by the Agent for a Licensable Transaction 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.*"
- 5.7.4 Any receipt supplied must identify which part of the money paid by the customer is protected by the ATOL holder's ATOL and which, if any, is not.
- 5.7.5 See also Agency Term 2.1, 2.3 and 6 in Schedule 4

5.8 The Agent will, if required by the CAA, report to the Operator, 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 Operator and where the transaction with the customer was a Licensable Transaction. If requested to do so by the CAA at any time, and including after the failure of the Operator, the Agent will provide this information to the CAA.

5.9 The Agent will provide any information requested by the Operator necessary to enable the Operator to comply with the ATOL Standard Terms or any other term of its ATOL.

5.10 Immediately upon the failure of the Operator, the Agent will provide the CAA with information on money paid to it by Customers in respect of services to be provided for future travel by the Operator to Customers and the ATOL Certificate unique reference numbers to which they apply in a form acceptable to the CAA.

5.11 For the avoidance of doubt, this clause 5 applies only to ATOL Protected Products and not to any other Products. Without limitation, the Agent does not have any authority to confirm the existence of a contract between the Customer and the Operator unless such authority is provided by the Operator's booking conditions or is otherwise confirmed by the Operator in writing. In either case, any such authority is subject to the Agent complying with all relevant terms of this Agreement.

6. Financial Protection

6.1 All Products are sold by the Operator as principal unless the Operator otherwise advises the Agent in writing in relation to any particular Product(s).

6.2 All ATOL Protected Products are financially protected by the Operator's ATOL number 5421

6.3 All Products other than ATOL Protected Products which constitute a package are financially protected a bond held with ABTA under bond number W3550.

6.4 All Products other than ATOL Protected Products which do not constitute a package are financially protected by a bond held with ABTA under bond number W3550.

7. Duties of the Agent

7.1 The Agent agrees (at its own expense) to:-

- (1) Use its reasonable endeavours to promote and sell the Products in accordance with this Agreement, giving the Operator at least as great a recommendation and exposure to potential Customers as it does other tour operators;
- (2) Sell the Products at the prices advertised in the Operator's brochures or otherwise advertised or advised by the Operator in writing (the most recently advertised or advised price being applied). Regardless of any discount or incentive scheme which may be offered by the Agent, pay the Operator all amounts received from Customers net only of the Agent's agreed commission and associated VAT (for VAT registered agents);
- (3) Ensure that it complies with all applicable laws, regulations, rules and codes of practice (including in particular, the PT Regulations and, where applicable, the ATOL Regulations) and that all its staff are familiar with these to the extent the work they do is affected by them;
- (4)
 - (a) Ensure that all details relating to the chosen Product, the booking and any other conditions and relevant general information set out in the Operator's brochure or elsewhere are drawn to every Customer's attention before any Booking is taken
 - (b) Ensure that the Booking Conditions are drawn to the Customers attention before any Booking is taken and that the Customer is given the opportunity to read the Booking Conditions
 - (c) Check that the Lead Customer is at least 18 years of age and advise the Lead Customer that by asking the Agent to request confirmation of the booking from the Operator, the Lead Customer is deemed to have accepted the booking conditions and relevant general information on behalf of all Customers named on the booking.
 - (d) Ensure that the Customer is directed to the FCO/Travel Aware website before they make a booking so the Customer can make themselves aware of any travel advice relating to their chosen destination.
- (5) Where the Customer is booking a Package organised by the Operator, ensure that all information required by Regulations 5, 6 and 7 of the PT Regulations to be given to any Customer or potential Customer 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 5 to this Agreement. Furthermore, the Agent must provide the Customer with general information about passport, visa and health requirements (including the time they are likely to take to obtain) applicable to the Product in question for the Customer(s) concerned (where the Customer is a British or EU citizen) unless the Agent is satisfied that the Lead Customer has a copy of the Operator's applicable brochure at the time of booking. Ensure that it has a proper system in place for the provision of this information and that this is kept to at all times. Where any Customer is not a British or EU citizen, tell that Customer where they can find out the applicable information;
- (6) Check that any infant included on a Booking will be under two years of age on the date of return travel. Keep records of all Bookings in a safe place for at least 3 years, give a copy of the confirmed booking details to every Lead Customer and send the original to the Operator immediately on request;
- (7) Obtain from the Lead Customer the appropriate minimum deposit or if the Booking is a Late Booking, full payment, for all persons named on the Booking prior to or at the same time as confirming any Booking;
- (8) Take all Bookings (whether provisional or confirmed) in accordance with the Operator's booking procedure as notified by the Operator from time to time;
- (9) Notify the Operator immediately in writing and keep a full clear written note of any special request made by a Customer. Advise any Customer making one that all special requests are subject to availability and cannot be guaranteed unless specifically confirmed in writing by the Operator. Immediately notify the Operator prior to accepting the Booking (firstly by telephone and confirmed in writing) and keep a full clear written note of any disability or medical condition advised by any Customer (of which full details must be obtained and passed onto the Operator at the time);
- (10) Notify Customers immediately of any corrections, alterations or other information advised to it by the Operator by any means concerning any Product(s) whether so advised before or after the Product(s) concerned was booked. Confirm in writing to the Customer(s) concerned as soon as possible;
- (11) Give Customers an accurate, clear and complete picture of the Products. Not to make any representations, verbally or in writing, to any Customer which are in addition or different to those contained in the Operator's applicable brochure, website and/or advertising material or which are contrary to corrections or alterations previously advised by the Operator unless authorised to do so by the Operator in writing;
- (12) Forward the Operator's own confirmation invoice and any other documents concerning the Product(s) booked (including in particular insurance and travel documents) to the Lead Customer immediately upon receipt by e-mail, post or in person. The Agent must pass any confirmation invoice, which relates to any ATOL Protected Products to the Lead Customer in accordance with Agency Term 6 in Schedule 4;
- (13) Keep on file at least one copy of the Operator's current brochure(s);

- (14) Notify the Operator of any complaint concerning any Product (including any complaint or query raised by Trading Standards or any regulatory or trade body) immediately on receipt. Immediately forward to the Operator or to the Lead Customer, as applicable, all correspondence, documents and other communications of any description received from either which is intended for the other;
- (15) Promptly send to the Lead Customer all refunds received from or authorised by the Operator;
- (16) Allow the Operator and its authorised officers, employees and agents access to all premises owned, occupied or controlled by the Agent and to all files and records of any description (however and wherever stored or kept and including electronically held files and records) relating to any Booking(s) and/or to any monies paid or which may have been paid in respect of any Booking(s) at any time, during normal working hours or outside these hours on the Operator giving the Agent reasonable notice (which may be no notice in circumstances where the Operator considers the circumstances to be exceptional);
- (17) Inform the Operator in writing within 24 hours in the event that it ceases to be a member of ABTA (and cease making any further bookings without the Operator's consent) or to hold any ATOL or other form of financial protection for payments made by Customers held by it at the date of this Agreement or subsequently obtained or becomes aware of any reason(s) or circumstance(s) which may or will result in the cessation of such membership or the holding of such ATOL or financial protection or becomes aware of any fact(s) or circumstance(s) which has or may have any impact on such membership and/or on the holding of such ATOL or financial protection (including by way of example and not by way of limitation the fact it has reached or is about to reach the limit of its authorised seat sales for ATOL purposes);
- (18) Not to appoint any sub-agents to sell the Products except with the Operator's express prior consent in writing;
- (19) Where the Agent is a member of ABTA, comply in every respect with the applicable current rules and Code of Conduct of ABTA;
- (20) Not to sell the Products or to act otherwise than strictly in accordance with this Agreement.

8. Websites

8.1 Providing the Operator has agreed in writing in advance to the Agent doing so, the Agent may refer to or feature the Products on its own website. The Agent must ensure it obtains the Operator's prior approval of all information and material relating to the Products placed on its website and that all such information and material is accurate, clear and complete. The Agent must ensure that its website complies with the PT Regulations, ATOL Regulations and all other applicable legislation and that reference to the Operator's ABTA and ATOL numbers (clearly identified as the Operator's), booking conditions and any other information required by the Operator prominently appear on every page referring or featuring any Products.

8.2 Due to licensing issues, the Agent is not permitted to use any of the images contained on the Operator's website for its own marketing.

9. Duties of the Operator

9. The Operator agrees to:-

(1) Ensure that it complies with all applicable laws, regulations, rules and codes of practice (including in particular, PT Regulations and, where applicable, ATOL Regulations) and that all its staff are familiar with these to the extent the work they are required to do is affected by them;

(2) Ensure that it provides the Agent with all information required by the PT Regulations to be given to any Customer or potential Customer at the appropriate time in whatever form the Operator considers appropriate except where such information is already known by the Agent;

(3) Keep the Agent promptly informed of any changes to prices and of any significant (in the Operator's opinion) changes to any brochure and/or other materials supplied to the Agent and of any significant (in the Operator's opinion) changes to or cancellation of any Product by whatever means the Operator considers appropriate;

(4) Comply in every respect with the applicable current rules and Code of Conduct of ABTA.

10. Indemnity

10.1 Each party agrees to keep the other indemnified against and for the full amount of all claims, liabilities, demands, damages, costs (including legal costs), expenses and all other sums of whatever nature which that other party reasonably incurs or becomes liable for as a result of the act(s) and/or omission(s) of the party at fault committed in breach of and/or outside the scope of this Agreement or otherwise without the authority of the other party. This indemnity will continue to apply after this Agreement comes to an end for whatever reason. For the avoidance of doubt, the Operator shall be entitled to deduct any sums owed by the Agent pursuant to this clause from any payment due to the Agent under this Agreement or any other agreement between the parties.

11. Customer Insurance

11.1 The Agent must ensure that all Customers have or take out suitable and adequate personal travel insurance (including cover for cancellation charges plus 24 hour emergency medical assistance and cover for medical expenses and medical repatriation). Except where the Operator agrees in writing, the Agent must not accept any Booking unless satisfied that all Customers on that Booking have such insurance.

12. Amendments and Cancellations

12.1 The Agent must ensure that all requests by any Customer to change and/or cancel any Booking are made in writing and signed by the Lead Customer.

12.2. Immediately on receipt of any request to make any change to any provisional or confirmed Booking, the Agent must telephone the Operator's administration department or follow such other procedure as the Operator may advise from time to time. Where the Operator is able to meet the request in whole or part, the Agent must immediately obtain payment (where the Booking is a confirmed one) of the applicable amendment fee and any other costs and charges advised by the Operator from the Customer. If unable to do so for any reason, the Agent must immediately advise the Operator.

12.3. In the event of cancellation, the Agent must inform the Lead Customer of any obligation to pay cancellation charges. The Agent must further immediately inform the Operator first by telephone and then in writing that the particular Customer has cancelled. Where any Customer other than the Lead Customer wishes to cancel and so notifies the Agent in writing, the Agent may accept that notice as effective but only so as to cancel that Customer's place on the Booking and not that of any other person. The Agent agrees to collect payment of any additional consequential charges payable by the remainder of the persons named on the Booking in the event of part cancellation.

12.4. In the case of whole or part cancellation the Operator will forward to the Agent a cancellation invoice together with any applicable refund both of which the Agent must immediately forward to the Lead Customer.

13. Payments received by the Agent

13.1. Save for ATOL Protected Products, all monies received by the Agent from any Customer for any Product will be held by the Agent on express trust for the Operator at all times. Monies received from any Customer(s) for any ATOL Protected Products will be held by the Agent in accordance with Agency Term 5 of the ATOL Agency Terms. The Agent must, however, only collect monies from Customers in accordance with this Agreement and once a provisional or confirmed Booking has been made with the Operator.

13.2. Subject to Agency Term 5 of the ATOL Agency Terms but regardless of any provision to the contrary in this Agreement (including any schedule(s)) or any other agreement between the parties, the Operator (or its liquidator, administrator or receiver as appropriate in the event of the Operator being the affected party) shall be entitled to immediate payment of all sums held by the Agent on its behalf on any of the events specified below occurring:-

(1) on an order being made or an effective resolution being passed for the administration or the winding up of either party other than for the purpose(s) of reorganisation, reconstruction or amalgamation only without insolvency or on either party entering into a binding legal arrangement to pay its creditors less than the full amount due to them; or

(2) on either party becoming bankrupt or insolvent or having a receiving order made against it; or

(3) on either party suspending, ceasing or threatening to suspend or cease to carry on its business other than for the purpose(s) of reorganisation, reconstruction or amalgamation only without insolvency or being unable or unwilling without good reason to pay its valid debts as they fall due or on the appointment of any administrative or other receiver; or

(4) Where the other party is a member of ABTA, on that other party ceasing to be a member of ABTA.

13.3. Payment of all monies due to the Operator from the Agent must be made in accordance with Schedule 2.

13.4. Except where otherwise agreed, the Operator will only issue tickets or other vouchers after receipt in cleared funds of the full amount due to it for the Product(s) in question.

13.5. The Operator may require the Agent to make payment of monies due to it by any reasonable method as the Operator may from time to time specify (including by way of example and not by way of limitation, direct debit from the Agent's bank account). The Operator is entitled to change the said method on giving the Agent not less than 28 days notice in writing unless otherwise agreed. The Agent agrees to provide full co-operation to enable the Operator to effect any chosen method of payment including, by way of example and not by way of limitation, completing and signing any bank forms or other paperwork required by the Operator.

13.6. For the avoidance of doubt, any and all charges arising as a result of payment of any amount due to the Operator from the Customer by credit or charge card or by any other method shall be borne exclusively by either the Agent or the Customer as the Agent and the Customer together agree.

14. Collection of Monies by the Agent

14.1. The Agent is responsible for the collection of all deposits, full payments, insurance premiums, balances, cancellation charges and other monies of any description due to the Operator from any Customer.

14.2. If the Agent has been unable to collect any balance due by Balance Due Date, the Agent must immediately send the Lead Customer a letter by first class recorded delivery post demanding payment within 7 days. If payment is not received within this time the Agent must immediately notify the Operator first by telephone and then in writing and provide evidence that the appropriate letter was sent.

14.3. The Agent is personally liable to the Operator for monies it should have but failed to collect from Customers in the following circumstances:-

- (i) deposits where the Agent has confirmed the Booking;
- (ii) the applicable fee, costs and charges payable on amendment where an amendment request has been confirmed by the Agent;
- (iii) the total price where the Agent has confirmed a Late Booking.

15. Commission

15.1. The Agent will become entitled to commission on a Booking immediately following receipt of the Operator's confirmation invoice at the rate specified in Schedule 3 or such other rate as is agreed in writing on all items shown on such invoice except for levies or taxes raised by any government or public authority and any items which the Operator and the Agent have agreed will not be subject to the payment of commission. The Agent will,

however, only be entitled to deduct the commission due to it from the balance of the price when received from the Customer unless otherwise agreed with the Operator.

15.2. If a Booking is cancelled (either by the Customer or by the Operator cancelling following payment default by the Customer), the Agent will be entitled to commission at the above rate on the applicable cancellation charges provided the Agent has collected them. Any commission paid to the Agent in excess of this amount must immediately be repaid to the Operator and the Agent will have no entitlement to any greater amount.

15.3. The Agent is also entitled to commission at the above rate on amendment fees collected from Customers for amendments confirmed by the Operator.

15.4. The Agent's entitlement to commission will lapse (and if already paid must be repaid) in the event of the Operator having to cancel any confirmed Product or any Customer cancelling a confirmed Product due to the Operator making a significant change (as defined in the Operator's applicable booking conditions), in either case as a result of unusual and unforeseeable circumstances beyond the Operator's control, the consequences of which could not have been avoided even with all due care.

16. VAT

16.1. The Agent must inform the Operator immediately of any changes that occur in the Agent's VAT registration number or liability to register or de-register for VAT. The Agent is entitled, where applicable, to add VAT to its commission provided a proper VAT invoice is delivered to the Operator or such other procedure as may be agreed with the Operator is complied with. Where requested by the Operator to do so, the Agent agrees to enter into an HMRC approved Self-Billing VAT Agreement.

17. Termination

17.1. This Agreement will continue in force indefinitely, but may be terminated:-

- (i) subject to clause 30(ii), immediately on the party not at fault notifying the other in writing in the event of the other party failing to perform or breaching or continuing to breach any of its obligations under this Agreement within 14 days (or such longer time as may be agreed) of being told in writing of the particular breach and required to remedy it within that time; or
- (ii) immediately on the Operator giving the Agent notice in writing in the event of the Agent committing any material irremediable breach(es) of this Agreement or any breach(es) which in the reasonable opinion of the Operator actually or potentially significantly prejudices the Operator's position in any respect or committing any further breach(es) of this Agreement of the same or similar nature to any previous breach(es) of which the Operator has previously notified the Agent; or
- (iii) by either party giving the other at least 28 days written notice of termination; or
- (iv) immediately by either party giving written notice to the other on the happening of any of the events set out in clause 17; or
- (v) immediately on the Operator giving the Agent notice in writing in the event of the actual or threatened cessation, termination or withdrawal of the Agent's membership of ABTA or of any form of financial protection by which payments made by customers of the Agent generally are financially protected by the Agent or the revocation or refusal by the CAA to renew any ATOL held by the Agent.

18. Consequences of Termination

18.1. In the event of termination, the Agent will immediately hand over to the Operator the conduct of existing Bookings taken by it on behalf of the Operator together with all relevant booking and other forms, correspondence, files, memoranda, brochures and other publicity material. The Agent will immediately give written notice to the Customers concerned and pay any monies held by it on the Operator's behalf to the Operator. However, where termination is effected by either party under Clause 30(iii), the Agent may continue to handle Bookings taken by it on behalf of the Operator prior to the effective date of termination until the conclusion of those Product(s).

18.2. Termination of this Agreement will not affect the rights of either party in existence prior to the effective date of termination with the exception of the amount of commission payable to the Agent in respect of Bookings handed over to the Operator. The full amount of commission otherwise due shall not be payable in respect of such Bookings and shall be subject to negotiation.

18.3. The termination of this Agreement on whatever basis and for whatever reason shall not affect clauses 10 (Indemnity), 13-14 (Payments received by the Agent), 19 (Data Protection) and 24 (Confidentiality) which shall continue in full force and effect.

19. Data Protection

19.1 In this clause, the following words have the following meanings:

- (1) Agreed Purposes:
 - (a) For the Agent to be able to make and process the Customer's booking;
 - (b) For the Operator to fulfil its contract with the Customer in providing the Customer with their booked Travel Arrangements;
 - (c) For each party to comply with its respective obligations to the Customer;
 - (d) All associated administrative, marketing, accounting and legal requirements.
- (2) **Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures:** as set out in the Data Protection Legislation in force at the time.
- (3) **Data Protection Legislation:** (i) 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 (ii) 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) **Permitted Recipients:** 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, some of whom may be located outside the EEA).
- (5) **Shared Personal Data:** the personal data to be shared between the parties under clause 19.2 of this agreement. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:
 - (a) Customers:
 - Name, address, email address, telephone number and any other contact details;
 - Dietary requirements (which may disclose religious beliefs);
 - Health/medical/mobility requirements
 - Passport details

19.2 **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.

19.3 **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 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.

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

- (1) 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;
- (2) give full information to any data subject whose personal data may be processed under this agreement of the nature of such processing. 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;
- (3) process the Shared Personal Data only for the Agree Purposes
- (4) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients
- (5) 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;
- (6) ensure that is has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- (7) not transfer any personal data received from the Data Discloser outside the EEA unless the transferor:
 - (a) complies with the provisions of Article 26 of the GDPR (in the event the third party is a joint controller) or Article 28 of the GDPR (in the event the third party is a data processor); and
 - (b) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; (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.

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

- (1) consult with the other party about any notices given to the data subjects in relation to the Shared Personal Data;
- (2) promptly inform the other party about the receipt of any data subject access request;
- (3) provide the other party with reasonable assistance in complying with any data subject access request;
- (4) not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party where possible;

- (5) 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 notification, impact assessments and consultations with supervisory authorities or regulators;
- (6) notify the other party without any undue delay on becoming aware of any breach of the Data Protection Legislation;
- (7) 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;
- (8) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- (9) maintain complete and accurate records and information to demonstrate its compliance with this clause 34 and allow for audits by the other party or the other party's designated auditor; and
- (10) 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.

20. Third Party Rights

20.1. The parties hereby exclude any rights that any other party may have in relation to this Agreement under the Contract (Rights of Third Parties) Act 1999.

21. Variation

- 1) Except where otherwise agreed, the Operator will be entitled to add to and/or amend this Agreement by giving the Agent not less than 28 days notice in writing. The notified addition(s) and/or amendment(s) will automatically take effect on the first occasion after 28 days on which the Agent seeks to confirm a Booking with the Operator.
- 2) In accordance with ATOL Agency Term 11, where the CAA updates or amends the ATOL Agency Terms, the Operator shall be permitted to update Schedule 4 accordingly.

22. Notices

22.1. Any notice given under this Agreement must be given in writing and sent by fax or pre paid first class recorded or special delivery post or delivered by hand to the other party's registered or principal office. If sent by fax or hand delivered, the notice(s) will be deemed served at the moment of delivery if delivered during the hours of 9am and 5.30pm on any day Monday to Friday other than English bank or other public holidays ("Business Day"). If delivered outside such hours, it will be deemed served when such hours next resume. If sent by post, it will be deemed served on the second Business Day after posting.

23. Assignment

23.1. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other, such consent not to be unreasonably withheld in the event of a proposed assignment to a subsidiary, associated or holding company.

24. Confidentiality

24.1. Save for the fact that the Agent is the appointed agent of the Operator for the purposes set out in this Agreement, neither party shall disclose or permit the disclosure of the terms of this Agreement to any third party without the written consent of the other unless required to do so by law or for the purposes of meeting the requirements of any regulatory body or for accountancy or tax purposes or for the purposes of seeking legal advice.

25. Waiver and Severability

25.1. No waiver of any breach shall be a waiver of any subsequent breach of this Agreement. Any failure to enforce or agreement not to enforce any rights under this Agreement shall not affect the rights of the party not at fault on any later occasion. If at any time any provision(s) of this Agreement is or becomes invalid, void, illegal or unenforceable in any respect, such provision shall be deemed severed from this Agreement but the validity, legality and enforceability of the remaining provisions of this Agreement shall continue in full force and effect and shall not be affected or impaired in any way as a result.

26. Ethics and Reputation

- 26.1. The Agent shall not act or make any omission or otherwise do anything which in the Operator's reasonable opinion:
 - 26.1.1 causes (or is likely to cause) damage to and/prejudice the Operator's good name and/or reputation; and/or
 - 26.1.2 adversely affects (or is likely to adversely affect) the Operator's ATOL licence, ABTA membership or any other such licence which the Operator may hold and/or its ability to obtain and/or retain the same.

26.2 The Agent shall comply (and shall procure that its employees, agents, sub-contractors and suppliers comply) with all applicable laws, rules and regulations and codes of practice, including but not limited to the Modern Slavery Act 2015 and the Bribery Act 2010.

27. Proper Law and Jurisdiction

27.1. This Agreement is governed by English law. The parties agree that any dispute between them will be dealt with by the Courts of England and Wales only except where proceedings are brought against the Operator in any other jurisdiction in relation to any Product sold by the Agent. In this case the Operator is entitled to make the Agent a party to those proceedings.

.....
Signed by an authorised representative
on behalf of the Operator
Full Name:
Position:

.....
Signed by an authorised representative
on behalf of the Agent
Full Name:
Position:

Schedule 1

Details of the Agent

-

Schedule 2

Payment Terms

Immediately on the coming into effect of a contract between the Operator and the Customer, the Agent will pay all monies then held by the Agent to the Operator. The Agent will further pay all monies subsequently received from the Customer to the Operator immediately on receipt.

Schedule 3

Rates of commission

Schedule 4

ATOL Agency Terms applicable to Licensable Transactions

**AGREEMENT BETWEEN -
NUMBER 5421 APPOINTING -
TO ATOL REGULATIONS 12 AND 22 ON 08 August 2018**

**- AND 1ST CLASS HOLIDAYS LIMITED, ATOL
- AS 1ST CLASS HOLIDAYS LTD'S AGENT PURSUANT**

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 Customers in the capacity of an agent in accordance with ATOL Regulations 9, 10 and 12, the Agent is deemed to have agreed to the written agency agreement between the principal ATOL holder and its agent.. The terms of this agency agreement include terms mandated by the CAA to be agreed between principal ATOL holders and agents for the 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 Agreement for the period it is in force and for 12 months after it expires or is terminated.

Agency Term 2

2.1 The Agents must comply with all the terms of ATOL Standard Term 1 as if they applied directly to the Agent and any requirements to set out the principal ATOL holder's name and number should be read as requirements to set out the Operator'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 Customers.

2.3 Where the Agent produces a receipt for money paid by a Customer, 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 Operator 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 Customer 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 which is necessary to enable the principal ATOL holder to comply with ATOL Standard Terms or with any term of its ATOL.

Agency Term 5

Any payment received by the Agent from Customers, for services owed by the principal ATOL holder to the Customer, 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 Customer 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 the Agent makes available flight accommodation as agent of a principal ATOL holder, the Agent must ensure an ATOL certificate is supplied to the customer 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 customer 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 AST 1.11) from the ATOL holder and, once obtained, pass it immediately to the customer 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 customer by the method set out below.

NOTE, the method for the supply of a Confirmation means:-

- a) in the case of a person who is present at the time the Agent receives the Confirmation, handing it to that person or sending it to that customer by electronic communication;
- b) in the case of a person who is not present at the time the Agent receives the Confirmation, immediately sending to that person the Confirmation by e-mail or some equivalent electronic means; or
- c) in the case of a person who makes a booking by telephone, either the method specified in sub-paragraph b) or immediately posting the Confirmation to that person.

Agency Term 7

When accepting payments in respect of transactions the Agent would need an ATOL to transact if the Agent were not the agent of the principal ATOL holder, the Agent may only accept payment from consumers as defined in 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 Customers in respect of services to be provided for future travel by the principal ATOL holder to Customers; and
- b) the ATOL Certificate unique reference numbers issued by the Agent which apply to the 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

The Agent may appoint a sub-agent to perform its obligations as the ATOL holders 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 Operator is not authorised to act on the Operator'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 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 5

PTR Information Requirements for Packages

The information required by clause 6.5

(a) Information on the Package:

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 accommodation is 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 organiser and, where applicable, the retailer, must inform the traveller 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 to the traveller as part of a group and, if so, where possible, the approximate size of the group.
9. Where the traveller's benefit from other tourist services depends on effective oral communication, the language in which those services are to be carried out.
10. Whether the trip or holiday is generally suitable for persons with reduced mobility and, upon the traveller's request, the precise information on the suitability of the trip or holiday taking into account the traveller's needs.
11. The trading name and geographical address of the organiser and, where applicable, of the retailer, as well as their telephone number and, where applicable, e-mail address.
12. 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 traveller may still have to bear.

13. 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 traveller.
14. 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.
15. General information on passport and visa requirements, including approximate periods for obtaining visas and information on health formalities, of the country of destination.
16. Information that the traveller 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 standardised termination fees requested by the organiser, in accordance with regulation 12(1) to (6).
17. Information on optional or compulsory insurance to cover the cost of termination of the contract by the traveller 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. 1st Class Holidays Ltd will be fully responsible for the proper performance of the package as a whole.

Additionally, as required by law, 1st Class Holidays Ltd has 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

- Travellers 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.
- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.
- Travellers 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 traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers 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, travellers are entitled to a refund and compensation where appropriate.
- Travellers 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, travellers 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 traveller at no extra cost. Travellers 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 organiser fails to remedy the problem.
- Travellers 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 organiser has to provide assistance if the traveller is in difficulty.
- If the organiser or the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the

retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. 1st Class Holidays Ltd has taken out insolvency protection for flight inclusive packages by way of an ATOL (ATOL number 5421) issued by the CAA and for non-flight packages by way of a bond with ABTA. Travellers may contact these entities if services are denied because of 1st Class Holiday Ltd's insolvency.

PART 3 The Package Travel and Linked Travel Arrangements Regulations 2018

The Agent must direct the Customer to where they can find a copy of The Package Travel and Linked Travel Arrangements Regulations 2018, (which can be found here: <https://www.legislation.gov.uk/ukSI/2018/634/contents/made>).

(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 traveller 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 traveller which the organiser has accepted.
2. Information that the organiser 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 traveller 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 organiser's local representative, of a contact point or of another service which enables the traveller to contact the organiser quickly and communicate with the organiser efficiently, to request assistance when the traveller is in difficulty or to complain about any lack of conformity perceived during the performance of the package.
5. Information that the traveller is required to communicate any lack of conformity which the traveller perceives during the performance of the package in accordance with regulation 15(3).
6. Where minors who are unaccompanied by a parent or another authorised person travel on the basis of a package travel contract which includes accommodation, information enabling direct contact by a parent or another authorised 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 traveller's right to transfer the contract to another traveller in accordance with regulation 9.