



Dear Partner,

Please complete this registration form in order to register your company with Walt Disney Travel Company International (Registration Form).

<b>ABTA number:</b>	
<b>Agency Name:</b>	
<b>Address:</b>	
<b>Telephone Number:</b>	
<b>Email Address: (For all contact correspondence)</b>	

**Payment Scheme**

Payment can only be collected via Travel Ledger TL Pay. Your account will not be opened until we can see a valid TL Pay commercial link.

**Destination(s) your agency would like to make available for booking by its customers**

Please indicate your selection by marking an X in the applicable box(es).

**Walt Disney World, Florida\*\***

**Disneyland Paris\*\***

***\*\*Please note that, following registration, you will be authorised to make bookings only for the destination(s) for which you have registered.***



Travel agents who are registered with Walt Disney Travel Company International can make reservations as follows:

- For Walt Disney World bookings:
  - o by calling the travel agent line on 0800 169 0740, or by visiting <https://www.disneyholidays.co.uk/walt-disney-world/travel-agents/>
- For Disneyland Paris bookings:
  - o by calling the travel agent line on 0800 169 0728
  - o by visiting <https://www.disneyholidays.co.uk/disneyland-paris/travel-agents/>

For Walt Disney Travel Company International Booking Terms and Conditions, please visit: WDW <https://www.disneyholidays.co.uk/walt-disney-world/help/terms-conditions/> ; DLP <https://www.disneyholidays.co.uk/disneyland-paris/help/terms-conditions/> or see our current brochure.

This Registration Form, together with the Disney Standard Terms of Business for Travel Agents, General Terms and Conditions, Disney's Website Terms of Use available to download at <https://disneytermsofuse.com/> following Schedules and Annexes if applicable constitute the entire agreement between the Parties related to the subject matter of the Disney Services (the "**Agreement**")

Schedule 1 AGENCY TERMS PURSUANT TO ATOL REGULATIONS 12 AND 22  
Schedule 2 POINT(S) OF SALE(S)

Kind regards,

*The Walt Disney Travel Company International Team*

I acknowledge that I have read and agree to the terms the Agreement:

Signature:

Print Name:

Title/Position:

Date:

Authorised to sign for and on behalf of:



**Disney Standard Terms of Business for Travel Agents**

**Commercial Terms**

	<u><b>Disneyland Paris</b></u>	<u><b>Walt Disney World</b></u>
<u><b>Disney Services</b></u>	Hotel and Ticket Package including add-ons as specified by Disney from time to time; Hotel and Ticket and Transport Package including add-ons as specified by Disney from time to time.	Accommodation only; accommodation and ticket; or accommodation, ticket and dining packages
<u><b>Point(s) of Sales</b></u> Including commercial name, address, telephone number, e-mail address, account number, VAT number if applicable	As specified in Schedule 2	As specified in Schedule 2
<u><b>Bookings</b></u>	Travel Agent bookings can be made up to 7 days before travel. All invoices will be emailed to the address supplied on the completed form 48 hours after bookings are made.	Travel Agent bookings can be made up to 17 days before the guests' arrival in resort. All invoices will be emailed to the address supplied on the completed form 48 hours after bookings are made.
<u><b>Deposit/Full Payment</b></u>	<b>For all bookings except those that include a flight</b> 70+ Days before departure: 15% of booking total 70 Days or less before departure : Payment in full at time of booking <b>For all bookings that include a flight</b> 70+ Days before departure: 15% of Hotel and Ticket and applicable add-ons portion of the booking + full cost of the flights 70 days or less before departure : Payment in full at time of booking	Once your booking has been made, a deposit of £50.00 per person will be collected via your chosen payment scheme. Full payment will then be collected 56 days prior to arrival.  Full payment will be collected at time of booking for all ticket only bookings.
<u><b>Commission Levels</b></u>	Commission is at a rate of 9% on Hotel and Ticket Packages and selected add-ons (including shuttle transfer and Disney Express) bookings with the exception of hotel taxes and any transport charges.	Commission on accommodation only, accommodation and ticket or accommodation, ticket and dining packages (minimum of 5 nights) are at a rate of 10% of total booking price.  No commission will be paid on ticket only bookings.



		These commission levels apply for Walt Disney Travel Company International selling holidays to Florida.		
<b>Cancellation fees</b>	Disneyland Paris bookings (including Hotel and Ticket packages, transport options excluding flights)		Walt Disney World bookings (including Hotel and Ticket packages, transport options excluding flights)	
	<b>Days before scheduled departure date</b>	<b>Cancellation fee</b> (% of total Booking Price)	<b>Days before scheduled departure date</b>	<b>Cancellation fee</b> (% of total Booking Price)
	<b>More than 61 days</b>	<b>15%</b>	8 days or more	£50pp
	<b>60-14 days</b>	<b>50%</b>	7 days or less	100%
	<b>14-0 days</b>	<b>100%</b>		
	DLP bookings (including Hotel and Ticket packages, including flights)			
	<b>Days before scheduled departure date</b>	<b>Cancellation fee</b> (% of Hotel and Ticket and applicable add-ons portion of the booking)		
	More than 61 days	15% + 100% of Flight costs		
	60-14 Days	50% + 100% of Flight costs		
	14 days or less	100% + 100% of flight costs		
	DLP bookings (Hotel and DLP Ticket Packages)		If you cancel a booking after you have made a change then we will retain any amendment fee which you may have paid	
	<b>Days before scheduled departure date</b>	<b>Cancellation fee</b> (% of total Booking Price)		
	More than 61 days	15%		
	6-8 Days	25%		
	7-3 days	75%		
	2-0 days	100%		
	If you cancel a booking after you have made a change then we will retain any amendment fee which you may have paid			

## General Terms and Conditions

These general terms and conditions ("**General Terms**"), any special terms and conditions ("**Special Terms**") and any other schedules or documents attached to them and agreed between the Parties separately in writing shall together form the agreement between The Walt Disney Travel Company, a division of The Walt Disney Company Limited ("**Disney**"), and you. The Agreement as defined in the Registration Form shall apply to all bookings of Disney Services as set out in the Commercial Terms section above made by you using Disney's designated online reservation system and/or call centre ("**Bookings**"). By making a Booking with Disney, you accept in full the terms and conditions of this Agreement. This Agreement replaces and supersedes any prior agreement entered into between the Parties in relation to Disney Services.

### 1. Definitions

**"Business Courtesy"** means any benefit provided to anyone outside of Disney free of charge or at a charge less than market value, including but not limited to any gift, payment of travel, meals or lodging expense, entertainment, or offer of employment.

**"Commission"** means the commission inclusive of all taxes granted to you in consideration of the services provided pursuant this Agreement, as further detailed in clause 5.

**"Confirmation Letter"** means the booking confirmation document provided by Disney to you, either on paper or under electronic format, which is intended either to form the travel contract with the Consumer or to be included in the travel contract between you and the Consumer.

**"Consumers"** means individual consumers to whom you offer or sell Disney Service.

**"Disney Call Centre"** means the telephone reservation service operated by us for both professional and individual customers.

**"Disney Brochures"** means the brochures that are published by Disney, under the Disneyland® Paris or Walt Disney World brands, on paper and/or under an electronic format, in order to promote and describe Disney Services.

**"Disney® Element"** means the name "Disney®" (either alone or in conjunction with, or as a part of, any other word, trademark or name), as well as any emblems, names, trademarks, logos, copyrighted material, other designs or copyrighted works owned by The Walt Disney Company or any of its affiliated companies.

**"Disney Services"** means all services provided by Disney hereunder and listed in the Commercial Terms section.

**"Disney Terms and Conditions"** means Walt Disney Travel Company booking terms and conditions published in Brochures and/or on the ORS in relation to Disney Services

**"Disneyland Paris"** means the Disneyland Paris resort located in the Paris area, France.

**"Facilitating Payment"** means a small value payment made to a Government Official to expedite or secure the performance of routine, or non-discretionary, governmental action, which is ordinarily and commonly performed by a Government Official.

**"Force Majeure"** means any unexpected act, event or circumstance outside the reasonable control of the party that invokes it, such as but not limited to third party strikes, lock-outs, lockdowns, accidents or acts of God, war or terrorist activity, riots, mandatory compliance with laws, governmental orders, rules or regulations being issued after the date of this Agreement, that, having arisen, prevents that party from performing, in whole or in part, its obligations under the Agreement.

**"Hotels"** means the Disney® hotels and third-party hotels located nearby that are offered for sale by Disney.

**"ORS"** means Disney business to business Online Reservation System for bookings of Disney Services, that are made accessible to you following your registration and, in particular, the website allowing on-line bookings of Disney Services at the following address for Walt Disney world bookings <https://www.disneyholidays.co.uk/walt-disney-world/travel-agents/> and <https://www.disneyholidays.co.uk/disneyland-paris/travel-agents/> for Disneyland Paris bookings.

**"Package"** has the meaning set out in the Regulations.

**"Parties"** or **"Party"** means collectively you and Disney, and individually either one of them.

**"Point of Sales"** means each and all establishments or business premises, websites and digital sales channels, owned by you from which you make Disney Services available to Consumers pursuant to the conditions of this Agreement.

**"Regulations"** means the United Kingdom Package Travel and Linked Travel Arrangements Regulations 2018.

**"Season"** means tourist seasons as defined by Disney and indicated in Disney's Brochures or, as the case may be, on [www.disneyholidays.co.uk](http://www.disneyholidays.co.uk).

**"Selling Prices"** means the selling prices of Disney Services to Consumers as set out in Disney Brochures, on [disneyholidays.co.uk](http://disneyholidays.co.uk) or other websites or as may be communicated separately by Disney.

**"Transport"** means any transport service (by air, by train or by any other means) proposed by Disney as part of its holiday packages to allow Consumers to travel from the point of origin of their holiday to Disneyland® Paris or Walt Disney World Florida, to the exclusion of any transfer or shuttle option.

“You” means any company carrying on business as a travel agent that has been registered with Disney in view of booking and distributing Disney Services pursuant to this Agreement.

“Walt Disney World” means the Walt Disney World resort located in Florida, USA.

## 2. Distribution

- 2.1. Subject to your prior registration with Disney and to the terms and conditions of this Agreement, Disney will authorise you to make Disney Services available to Consumers as an agent for Disney in the United Kingdom only and to book Disney Services from Disney on behalf of Consumers. You acknowledge that all Bookings are subject to the applicable Disney Terms and Conditions and that Disney Services must be made available to Consumers at the applicable Selling Prices and conditions as instructed by Disney, whether you offer Consumers to book Disney Services only (and therefore act as a retailer within the meaning of the Regulations where Disney Services constitute a Package – “Retailer”) or you include them in a Package with other travel services (as defined in the Regulations) (and therefore act as an organiser within the meaning of the Regulations – “Organiser”). You acknowledge that, except where expressly provided for otherwise (as the case may be in particular for certain additional Services ("add-ons")), the applicable Disney Terms and Conditions are determined based on the date of the start of the performance of Disney Services and may be revised from time to time, including for each new Season. In the event of any conflicting provisions between this Agreement and Disney Terms and Conditions, provisions of this Agreement will prevail between Disney and you.
- 2.2. You must:
- 2.2.1. only promote, advertise and make available Disney Services in compliance with this Agreement, in particular:
- (i) at the Selling Prices and conditions set by Disney. Disney may at any time and in its sole discretion modify the Selling Price without prior notice to you;
  - (ii) only from your Points of Sales within the United Kingdom that have been previously registered with Disney as set forth in the Commercial Terms section. You must refrain from (a) actively promoting, advertising or selling Disney Services outside the United Kingdom, (b) establishing any office, branch or other facility for the promotion, advertising or distribution of Disney Services outside the United Kingdom. Any promotion, advertising or sale of Disney Services using the Internet or available via the Internet shall be made only on websites or Internet applications specifically targeted at Consumers within the United Kingdom. For the avoidance of doubt, this paragraph shall in no way prevent you from making Disney Services available in the United Kingdom (or on websites or Internet applications specifically targeted at Consumers within the United Kingdom) to any Consumer, irrespective of the Consumer’s nationality or place of residence inside or outside the United Kingdom (no restriction of passive selling);
- 2.2.2. comply with Disney’s prevailing reservation, ordering and fulfilment policies and procedures. Disney may, at any time in its discretion, change its reservation, ordering and fulfilment procedures by giving reasonable prior notice to you, in particular Disney may amend deposit, payment terms and cancellation fees from time to time on giving you one month’s prior written notice;
- 2.2.3. refrain from entering into any arrangements or agreements, of any kind whatsoever, with any third party, thereby permitting such third party to promote, advertise or make available Disney Services without Disney’s prior written approval;
- 2.2.4. clearly and conspicuously notify the Consumers at the latest at the time of booking Disney Services that Disney Terms and Conditions available at WDW <https://www.disneyholidays.co.uk/walt-disney-world/help/terms-conditions/> ; DLP <https://www.disneyholidays.co.uk/disneyland-paris/help/terms-conditions/> apply and that, where transport is included, additional third party carriage contracts governing the carriage of passengers aboard will apply.
- 2.2.5. not make available for booking any Disney Services for arrival or consumption dates that have not been confirmed by Disney as being on sale.
- 2.2.6. have all Consumers booking Disney Services confirm that they have read and accepted without reservation the applicable Disney Terms and Conditions before confirming their Booking and making payment.
- 2.2.7. not (i) influence the Consumers in not buying any Disney Services, (ii) refuse to book any of the Disney Services for your Consumers and/or (iii) offer any Disney Services as part of any "give-away", premium, prize or lottery of any kind or nature whatsoever, without Disney's prior written consent.
- 2.3. Whenever the Disney Services that you book from Disney under this Agreement include flight subject to ATOL protection, both you and Disney shall comply with the schedule of terms set out under Schedule 1 in compliance with Regulations 12 and 22 of The Civil Aviation (Air Travel Organisers’ Licensing) Regulations 2012. For the avoidance of any doubt, any reference to the "agency agreement" in Schedule 1 hereto shall mean this Agreement.



### 3. Travel Agents acting as Organisers

- 3.1. Where you include Disney Services in a Package with other travel services as defined in the Regulations, you understand and accept that you shall solely bear all responsibilities and liabilities that lie with the Organiser pursuant to the Regulations.
- 3.2. Quarterly upon Disney's request and no later than 31<sup>st</sup> October of each year, you shall provide to Disney the breakdown of all Bookings with arrival dates during the period from 1st October of year N-1 up to and including September 30th of year N that you carried out a) as a Retailer and b) as an Organiser, including the total turnover all taxes falling within each category. Upon Disney's request in relation to any specific Booking that you have booked, you shall specify without delay whether Disney Services including in that Booking have been sold by you as an Organiser or as a Retailer.

### 4. Booking procedures

- 4.1. Bookings of Disney Services must be made either on ORS or through Disney Call Centre within the time limits set forth in the Commercial Terms section above. Upon confirmation of a Booking a Confirmation Letter containing a booking number and detail of your Booking shall be communicated to you by Disney on a durable medium. You shall be responsible for checking the accuracy of all information contained in the Confirmation Letter with regard to your Consumer's request and for providing all such information to your Consumers, either by providing Consumers with a copy of the Confirmation Letter or by including the content thereof in your own contract with the consumer in accordance with the applicable regulations. The Confirmation Letter or a booking confirmation issued by you in compliance with the requirements set out below will have to be presented by Consumers upon arrival at their Hotel to be delivered the Disney Services. It is specified that Disney shall have the obligation to provide Disney Services corresponding to information contained in the Confirmation Letter that it has communicated to you and that in the event of a discrepancy between that information and that contained in the documentation that you have provided to your Consumer, you shall be solely responsible for that discrepancy and where Consumers require provision of Disney Services indicated on that documentation but not on Disney's Confirmation Letter, Disney shall have the right to invoice such Disney Services in addition to Disney Services booked.

Requirements relating to booking confirmations issued by you:

Any booking confirmation issued by you must contain the following information:

- description of Disney Services booked, including type and quantity;
- number of recipients and their names;
- number of adults (10 years and over at Walt Disney World – 12 years and over at Disneyland Paris), children (3 - 9 at Walt Disney World – 3 - 11 years at Disneyland Paris) and, as the case may be, infants (under 3 years);
- age of children and infants, if any, on date of arrival;
- dates of arrival at, and departure from, the Hotel;
- name of the Hotel;
- number and types of rooms;
- number of nights;
- options booked;
- any special requests (not guaranteed);
- name of special or promotional offer, if applicable;
- public price of Disney Services (except for Disney Services that are included in a package organised by you);
- booking reference provided by Disney, and your own booking reference if applicable;
- your business name or that of the issuing Point of Sales.

Models of booking confirmations must be approved by Disney prior to being used.

- 4.2. Where transport is included in your Booking, Disney shall send you the travel documents within a reasonable time and you shall be responsible for providing them to Consumers in a timely manner before the start of the holiday.
- 4.3. Any booking, modification or cancellation of a Booking shall be made by you in compliance with this Agreement and the applicable Disney Terms and Conditions. Disney shall accept no responsibility for bookings, modifications and cancellations made by unauthorised persons apparently acting on behalf of you or your affiliates.
- 4.4. In the event of a limited Hotel availability on certain dates and/or at specific prices in one or more Hotels, Disney shall be entitled to close out access to the inventory of available Hotel rooms, rates and/or other special prices and to refuse new bookings for such dates and/or such specific prices in order to optimise the management of the remaining Hotel availabilities and to avoid, among other, the risks, of overbooking. In such event, it may occur that the last Hotel rooms/rates will only be available for booking through Disney's direct-to-consumer sales channels.



- 4.5. Special offers, whether or not set forth in Disney Brochures, may be booked subject to the availability of promotional tariffs. It is understood that the benefit from any such special offers shall be expressly requested by quoting the name of the special offer at the time of booking. Failure to do so will result in the special offer price not being applied and in Disney invoicing the regular price.
- 4.6. Subject to the restrictions and the other terms of this Agreement, Disney hereby grants to you a non-exclusive, non-transferable right to permit your authorised users to access and use the ORS solely for the purposes of making Bookings on behalf of Consumers in compliance with this Agreement. You acknowledge that the ORS is intended for use only by appropriately authorised users for purposes contemplated hereunder. You shall ensure that the username and password allocated to you are only used by your authorised users and you agree not to disclose or distribute the username and/or password to any other party. You agree to take all reasonable security measures to ensure that there is no unauthorised or accidental use or disclosure of the username or password. In the event of such unauthorised or accidental use or disclosure, you agree to immediately notify Disney. Disney reserves the right to amend your username and/or password at any time on its own initiative.
- 4.7. You shall not (and shall ensure that none of your authorised users) access, store, distribute or transmit any viruses, or any material during the course of its use of the ORS that (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (b) facilitates illegal activity; (c) causes damage or injury to any person or property and Disney reserves the right, without liability to you to disable your access to the ORS in the event your or any authorised user under your control breaches the provisions of this Agreement.
- 4.8. You will strictly comply with the security rules applicable to ORS and you shall be fully liable for all fraudulent use of logins and relating passwords and for any consequences where they result from your failure to comply with this procedure.

## **5. Commission rates**

- 5.1. In consideration of your services consisting in making Disney Services available to Consumers as an agent for Disney and as full payment thereof, you shall receive a Commission as indicated in the Commercial Terms section above.
- 5.2. Applicable Commission rates are determined on the basis of the start date of Disney Services with the exception of non-dated Tickets for which applicable Commission rates are determined on the basis of the booking date.
- 5.3. Commission rates may be amended by Disney from time to time on giving you one month's prior written notice. By continuing to book Disney Services after new Commission rates have been notified to you, you acknowledge that you accept the new Commission rates.
- 5.4. Commission amounts shall be deducted on invoices issued by Disney from amounts to be received pursuant to this Agreement.
- 5.5. No Commission shall apply to Disney Services that are cancelled or reimbursed. When Disney Services are partially cancelled or reimbursed, the Commission only applies to amounts corresponding to the part of said Disney Services that has not been cancelled or reimbursed and to cancellation fee amounts invoiced by Disney in accordance the applicable Disney Terms and Conditions.

## **6. Payment Terms**

- 6.1. You shall be responsible for collecting payments from Consumers in compliance with the applicable Disney Terms and Conditions and you shall then pay to Disney such amounts with deduction of the Commission through an approved Payment Scheme and in compliance with payment terms published by the Payment Scheme provider.

## **7. Information requirements**

- 7.1. Depending on the nature of the Disney Services, you shall communicate to each potential Consumer the following information in a clear and complete manner by all appropriate means prior to making any Booking, including online Bookings, on behalf of said Consumer:
  - (i) the detailed description of the Disney Services, including in particular applicable restrictions and recommendations, applicable Disney Terms and Conditions and any other relevant information pertaining to Walt Disney World or Disneyland Paris, as applicable;
  - (ii) all relevant legal passport requirements, all entry, immigration and customs regulations as well as health and vaccination requirements and also confirm that it is your Consumers; responsibility to obtain suitable travel insurance;
  - (iii) any other information that Disney deems appropriate and that Disney requests that you provide to Consumers prior to or at the time of Booking;



(iv) to the extent applicable, information provided in the “Data protection” section of the then in force applicable Disney Terms and Conditions before collecting Personal Data relating to your Consumers that you intend to transfer to Disney.

- 7.2. You shall ensure that all Consumers making a Booking understand and accept that they and all members of their party are bound by all internal regulations in force at Walt Disney World or Disneyland Paris, as well as all instructions or notices, set forth on the Walt Disney World or Disneyland Paris official website.
- 7.3. In the event Disney makes Brochures available to you, you shall have Disney’s Brochures prominently racked on the counter at each of the Points of Sales premises or, in the event of Brochures under electronic format, made easily accessible to your Consumers.

## **8. Marketing and Intellectual Property**

- 8.1. The entirety (including the covers, envelopes and all pages) of all publicity, advertising, marketing, communications and other material using, mentioning or depicting a Booking or any Disney® Element shall be prepared in compliance with the guidelines communicated by Disney from time to time and shall be submitted to Disney for approval at least twenty (20) days before the date of intended use or distribution or within such number of days as specified by Disney from time to time setting out the intended media for distribution (including but not limited for online marketing), duration and context, and no such material shall be used unless Disney’s specific written approval is obtained, which approval Disney may withhold in its sole discretion. Disney shall confirm in writing to you whether or not such material is approved, however, if such material is not approved within such twenty (20) day period (or within such number of days as specified by Disney from time to time), it shall be deemed disapproved. If it is approved, approval shall only be valid with necessary correction as may be required by Disney and for the specific media, context and duration communicated with the approval request. Any other use requires another approval.
- 8.2. Promotional and/or advertising materials containing Disney® Elements consisting of physical goods, such as “goodies” or equivalent (excluding paper or print materials) are subject to specific conditions of approval, in particular concerning their production sites, hence requiring you to contact Disney within reasonable time prior to making any decision relating to the manufacturing of such type of materials.
- 8.3. Notwithstanding any approval by Disney, you are solely responsible for ensuring that all your materials accurately and adequately describe the Booking and comply with all applicable laws, rules and regulations.
- 8.4. You shall not associate Disney and/or Walt Disney World and/or Disneyland Paris, their products and/or images, with any other company, or its products or image, whether in connection with the promotion of Disney Services or with any other advertising or promotional activity without Disney’s express prior written approval, which Disney reserves the right to accept or refuse at its sole discretion.
- 8.5. You shall acquire, by virtue of the Agreement or otherwise, no ownership rights on the Disney® Elements and no right to use the Disney® Elements other than as expressly authorised by Disney, either pursuant to this Agreement or otherwise.
- 8.6. If you fail to comply with the provisions set out in this clause 8 or otherwise fail to comply with standards, guidance and requests communicated by Disney from time to time in relation thereto, Disney may serve a notice of a breach requiring you, where breach is capable of being remedied, to remedy the breach within five calendar days, or any other time agreed by the Parties, and take all necessary steps to mitigate its adverse consequences including but not limited to reputational damage or any loss that Disney may suffer as a result of such breach. In the event such notice remains in whole or in part without effect or you commit any other breach contemplated in this clause 8 after being served notice pursuant to this clause 8, Disney may, at its sole discretion and without prejudice to any of its other contractual or statutory rights, reduce marketing spend allocated to you and/or any special benefits granted or payable to you. Any instances described in this clause 8 amount to a default and Disney may terminate the Agreement with immediate effect in its sole discretion in accordance with clause 15.3 hereinafter.
- 8.7. Disney, its parent company and their affiliated and related companies may use your trademarks and/or trading name in the context of the promotional and advertising activities of Disney Services after obtaining your prior approval (not to be unreasonably withheld).



## 9. Complaints

- 9.1. Complaints shall be handled in consideration of your and Disney's respective responsibilities, and in particular of whether you or Disney acts as the Organiser.
- 9.2. If you receive complaints from Consumers in relation to facts that in your reasonable judgement are under Disney's responsibility, you shall notify Disney in compliance with the applicable procedure as set out in Disney Terms and Conditions.
- 9.3. You shall provide the following details with all complaints notified to us via [wtdctrade@disneyparks.com](mailto:wtdctrade@disneyparks.com) or as otherwise specified by Disney from time to time:
  - (i) the name of the Consumer(s) concerned;
  - (ii) the date of beginning of the Disney Services;
  - (iii) the duration of the stay, if applicable;
  - (iv) the type of Disney Services booked
  - (v) information of whether or not such services have been included in a package of which you are the Organiser;
  - (vi) the reservation date;
  - (vii) Disney's reservation number;
  - (viii) justification of the complaint
- 9.4. If you notify a complaint with an undue delay, Disney reserves the right to hold all adverse consequences of such delay against you and in particular to seek compensation from you for damages resulting from such late transmission.
- 9.5. Subject to clause 9.4, Disney shall assess the complaint and provide you with a response within twenty-eight (28) days from receipt of the complaint. If additional investigation is required, Disney shall inform you before expiry of this twenty-eight (28) day period.
- 9.6. Disney will confirm in writing any decision relating to any possible compensation, including the amount that may be granted to the Consumer and where applicable will send the corresponding amount to you for payment to the Consumer. You expressly agree not to deduct or set off any amounts relating to compensations from amounts due to Disney. Disney shall have no obligation under any circumstances to honour any compensation already proposed or granted by you to consumers at your own initiative.
- 9.7. You must at your sole cost defend (if so requested by Disney and with counsel selected by Disney), indemnify and hold Disney, all other Disney Companies, and the officers, directors, agents, employees and assigns of each of the foregoing, harmless from and against any and all losses, liabilities, claims, suits, judgments, costs and expenses of any nature whatsoever (including, without limitation, attorneys' fees and costs and expenses) arising or resulting from or relating to, directly or indirectly, any of the following: (a) the sale, advertisement, marketing or promotion of the Disney Services by you or by any other person or entity through you; (b) any action concerning value added tax, duty or other taxes or custom charges by you or by any other person or entity through you to Consumers with respect to the Disney Services; or, (c) any third party claim for personal injury or property damage arising out of the use by your Consumers of products other than Disney Services.

## 10. Warranties, representations and indemnities

- 10.1. You represent and warrant that you are not in any way prevented or restricted, either by law, contract or otherwise from entering into this Agreement. You also represent and warrant that you comply with all applicable laws, rules and regulations and legal requirements, including without limitation, local and national laws, rules and regulations, treaties, voluntary industry standards (if any), and other legal obligations pertaining to this Agreement and/or to any of your activities hereunder, including without limitation all requirements under the Regulations, the Civil Aviation (Air Travel Organisers' Licensing) Regulations 2012, the Consumer Protection from Unfair Trading Regulations 2007, the Data Protection Act 2018 and the ABTA Code of Conduct (including any amendments) where applicable, consumer and/or product safety, the protection of minors, employees, and the environment insofar as they affect your activities, anti-corruption laws, including the United States Foreign Corrupt Practices Act of 1977, as amended (and any local or foreign equivalent) and the UK Bribery Act 2010.
- 10.2. You agree to keep Disney indemnified against any and all loss, damage, costs or claims suffered by Disney as a result of any non-compliance by you including but not limited to your bonding requirements to secure Consumers' prepayments and to produce written confirmation of the same to Disney on request under relevant regulations listed in clause 10.1.
- 10.3. You represent and warrant that you have subscribed and will maintain for the duration of this Agreement with any well-known solvent insurance company all compulsory and useful insurance policies in sufficient amounts to cover your professional responsibility (including but not limited to insurance of your contractual obligations) and you agree to produce the relevant insurance certificate(s) to Disney if so requested.



- 10.4. You, acting as an agent for Disney, represent, warrant and agree that:
- 10.4.1. you have not been convicted of a criminal offense involving fraud, corruption, bribery or dishonesty;
- 10.4.2. you are not now, to the best of your knowledge, the subject of any government investigation for such offenses;
- 10.4.3. you are not now listed by any government agency as debarred, suspended or otherwise ineligible for government programs;
- 10.4.4. neither you nor any of your officers or employees will make, offer, authorize, or promise to make, or receive or accept, any payment or transfer of anything of value during the course of performance under this Agreement:
- a) to or from any officer, employee or representative of any actual or potential customer of Disney or any of its affiliates; or to or from any officer or employee of Disney or any of its affiliates; or to or from any other person or entity, if any payment or transfer described in this paragraph would violate the laws of the country in which it is made, the laws of the United States of America (including the United States Foreign Corrupt Practices Act of 1977, as amended), the laws of England and Wales or other applicable anti-corruption laws, including the UK Bribery Act 2010; or
- b) to anyone working for a government or a government owned or controlled company or a public international organization; or to any political party, official of a political party or candidate; or to an intermediary for payment to any of the foregoing (the persons and entities referred to in this subparagraph (ii) shall be referred to as "Government Officials"), if such, or any other, payment or transfer of anything of value would violate, the laws of the United States of America (including the United States Foreign Corrupt Practices Act of 1977, as amended) the laws of England and Wales or other applicable anti-corruption laws, including the UK Bribery Act 2010, or is for purposes of:
- (i) influencing any act or decision of such Government Official, or
- (ii) inducing such Government Official to do or omit to do any act in violation of the lawful duty of such official, or
- (iii) inducing such Government Official to use his influence in order to obtain, retain or direct (or assist in obtaining, retaining or directing) business to you or any of your subsidiaries or affiliates.
- 10.4.5. If you engage other agents, subcontractors, vendors, or other third parties to provide services under this agreement you shall perform appropriate due diligence on such agents, subcontractors, vendors, or other third parties and shall require, through contractual provisions or written representations, that such third party comply with all applicable laws and regulations, the terms and conditions of this Agreement including each provision in this clause 10.4.
- 10.4.6. You will comply with "The Walt Disney Company and Affiliates Global Anti-Corruption Policy."
- 10.4.7. It is the intent of the Parties that no payments or transfers of value shall be made that have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business.
- 10.5. You further represent, warrant, and agree that:
- 10.5.1. To the best of your knowledge, none of your officers or employees, representatives or controlling shareholders, nor other party acting on its behalf in connection with this Agreement, is a Government Official who has any connection with any matter related to any aspect of this Agreement or is closely connected with, or related to, any such Government Official.
- 10.5.2. If during the term of this Agreement there is a change in the information required to be disclosed in this paragraph, you agree to disclose in writing to Disney within thirty (30) days of any change.
- 10.5.3. At any time during the term of this Agreement upon Disney's request you will provide a certification attesting to your compliance with all the clauses herein.
- 10.5.4. Without Disney's prior written approval you are prohibited from making any Facilitating Payment or providing any Business Courtesy in connection with this Agreement or on behalf of Disney.
- 10.6. In the event that Disney has a reasonable good faith belief based on some evidence that the you have violated the provisions of clauses 10.4 and 10.5 of this Agreement, in whole or in part, at Disney's option and sole discretion, this Agreement, as well as any other agreement between you and Disney, may be terminated by Disney upon notice to you at any time at Disney's sole discretion following which no further payments will be due to you.
- 10.7. You agree to comply fully with all applicable sanctions and export control laws, including those of the United States, and those of the United Kingdom.
- 10.8. If Disney's Brochures are made available, you shall act as a depository for such as of their delivery. You shall, therefore, be liable for and hold Disney harmless for loss, theft or any damage to Disney's Brochures of any nature whatsoever including but not limited to fire, flood, storms, explosions, accidents.
- 10.9. Each Party shall indemnify and hold harmless the other Party from any and all claims, liabilities, losses, damages, actions, costs and expenses of any nature arising from or connected with its acts and omissions or those of its agents and/or

10.10. representatives, it being understood that these terms remain into effect after termination or expiration of this Agreement, for whatever reason.

### **11. Liability**

- 11.1. You shall remain responsible for all acts, omissions or defaults of you subcontractor (s) and Disney shall treat all acts, omissions or defaults as if performed by you.
- 11.2. Disney accepts no liability to you for any indirect or consequential loss or damage including (without limitation): loss of profits; loss of bargain; loss of opportunity; management or other expenses; professional fees or expenses; loss of business; or loss of goodwill whether caused by the negligence, breach of contract, tort, breach of statutory duty of Disney, its employees or agents or otherwise arising out of or in connection with this Agreement.

### **12. Data Protection**

- 12.1. For the purpose of this Clause "Data Protection Laws" means the following legislation to the extent that it is in force and applicable, and as amended or superseded from time to time: the General Data Protection Regulation (2016/679) ("GDPR") and the e-Privacy Directive 2002/58/EC (as amended by Directive 2009/136/EC, and as amended and replaced from time to time) and their national implementing legislation; the Data Protection Act UK 2018 and the Privacy and Electronic Communications Regulations 2003; the Swiss Federal Data Protection Act; the Monaco Data Protection Act; and any implementing derivative or related legislation, rule or regulation of the European Union, an EEA member state or the United Kingdom with respect to the processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the UK Information Commissioner or such other regulator with competent authority.
- 12.2. The terms "Personal Data", "Controller" and "process", "processing" and "special categories of personal data" shall have the meaning ascribed to them in the Data Protection Laws.
- 12.3. You will process Personal Data within the scope of your own commercial activity and for your own purposes including in particular management of reservations of several tourist and/or leisure services that you may commercialize on your own behalf and/or on behalf of other professionals, including Disney.
- 12.4. In the context of this Agreement, you may transfer to Disney Personal Data which Disney will process on its own behalf and in particular for the purposes of the management of reservations of Disney Services as well as any other activity associated with such management and the provision of Disney Services by Disney or its service providers.
- 12.5. The Parties acknowledge that for the purposes of the Data Protection Laws, they each act as independent Controllers for their respective processing activities of the Personal Data.
- 12.6. Each Party shall comply with its respective obligations under the Data Protection Laws.
- 12.7. The Parties also acknowledge that no Personal Data is or will be treated by either party on behalf of the other party. If, during the term of this Agreement, one of the Parties considers that it is processing, or the other party is processing, Personal Data as a Processor on behalf of the other Party, it shall promptly inform the other Party, and the Parties shall discuss in good faith the conclusion of an addendum to this Agreement covering the Personal Data Processing in accordance with the requirements of the Personal Data Protection Laws.
- 12.8. You undertake to transmit Personal Data only via the secured means of data transmission provided for in this Agreement or expressly otherwise agreed upon with Disney and in compliance with the relevant Data Protection Laws.

### **13. Confidentiality**

- 13.1. The Parties may have access to proprietary, confidential or unreleased documents and/or information relating to the other party's activity, both during and after the performance of these Terms. The Parties shall not, except for the purposes of the proper performance of the obligations provided herein, use, publish, or release any fact or information of confidential nature regarding the other party, which came to its knowledge, including the provisions of these Terms, without the other party's prior written approval, which such other party may withhold at its sole and entire discretion.

### **14. Audit**

- 14.1. To ensure that you are in compliance with the provisions of this Agreement, at Disney's option and sole discretion, Disney, or an independent third party selected by Disney, may audit you in order to satisfy itself that no violation of provisions in this Agreement has occurred. You shall cooperate fully in any audit conducted by or on behalf of Disney, which shall include, but not be limited to (i) providing all information and access necessary for Disney or its representatives to audit your books and records with respect to (a) your ownership and (b) any of your activities related to performance under and compliance with this Agreement; and (ii) authorizing Disney or its representatives to contact any banks into which payments to you have been deposited or to which you wish payments to be deposited in connection with this Agreement



for the purpose of auditing your banking records with respect to all payments into or out of the account and to determine the names of all owners and signatories of the account.

- 14.2. You shall, during this Agreement and for a period of three (3) years after the termination of this Agreement, keep detailed, accurate and complete records together with supporting documentation relating to the Bookings and any other related subject matter of this Agreement ("**Records**"). All Records will be filed in an auditable and accessible manner for examination, verification and for copying by Disney's authorised representative(s) at any time during regular business hours on giving reasonable notice which shall not be less than 3 business days. During such period, Disney may request and upon request, Disney shall promptly supply to Disney copies of Records and supporting documentation and Disney or its authorised representatives may audit the same.
- 14.3. You shall use your reasonable endeavours to ensure that it shall have the same audit rights against any third party supplier to you of any of the services under this Agreement as Disney has against you hereunder so as to enable disclosure of such information to Disney on request, provided that nothing in this clause shall entitle Disney to gain access to information which is proprietary to your or your own suppliers' other clients.
- 14.4. If any audit reveals any overpayment or underpayment by Disney, the adjustment payment shall be made within 14 days to the relevant party plus interest on such amount at the rate of two (2) percentage points above the Bank of England base applying from time to time during the period from original payment to settlement. If any overpayment exceeds five thousand pounds (£5000), you shall in addition pay Disney all costs and expenses incurred in connection with such audit. Such remedies shall be in addition to, and not in lieu of, any other remedies to which Disney is entitled.
- 14.5. Every three years, or as otherwise reasonably specified by Disney from time to time, upon prior written request of Disney you will respond to a compliance and due diligence questionnaire, including anti- corruption screening, Disney may reasonably request.

## **15. Term and Termination**

- 15.1. This Agreement shall enter into force between the Parties on the date of this Agreement until terminated by either Party for any reason or no reason by giving a minimum of three (3) months prior written notice.
- 15.2. Either party may terminate this Agreement at any time in the event of non-performance and/or violation by the other Party of any of its obligations under this Agreement following a formal written notice to cure such non-performance and/or violation, which remained without effect, in part or in whole, for at least thirty (30) days.
- 15.3. Disney reserves the right to terminate this Agreement immediately by written notification under the following circumstances:
  - a) You suspend or cease trading or indicate that you intend to cease trading or become unable to pay your debts as they fall due;
  - b) You have a receiver or liquidator appointed or pass an effective resolution for winding up;
  - c) You cease to have in place all licenses, insurances, bonds or other security required by the relevant legislation applicable to make Bookings;
  - d) You cease to be part of an approved payment scheme;
  - e) If any material change occurs in your ownership and/or management or control;
  - f) If you fail to make to Disney any payment as required under this Agreement;
  - g) You do not comply with your obligations as set out in clause 8 in relation to promotion of the Disney Services and/or use of Disney's intellectual property, including Disney® Elements;
  - h) If you fail to comply with the obligations set out in clause 14.5 above, or if the outcome of your screening referred to in clause 14.5 is not satisfactory in Disney's sole opinion;
  - i) If you assign or transfer obligations or the benefit of this Agreement in breach of the provisions of clause 19.6; and/or
  - j) You operate in any way inconsistent (including putting Disney into disrepute) with being associated with Disney.
- 15.4. The party that is authorised to terminate this Agreement in accordance with the terms of clauses 15.2 or 15.3 may decide, subject always to the formal requirements set out therein, to partially or totally terminate, or to temporarily suspend this Agreement in whole or in part, or to suspend this Agreement and then, if suspension is not an efficient remedy, terminate it, depending on what that party deems to be the most appropriate measure in the situation giving rise to the application of clauses 15.2 or 15.3.
- 15.5. The suspension or termination of this Agreement between the Parties, for any reason whatsoever in accordance with this clause, shall not give rise to any rights to compensation of any kind to the benefit of either Party.



## **16. Consequences of expiry or termination**

- 16.1. On termination of this Agreement we may at our sole discretion request that you without any delay transfer to us any Bookings that have been made pursuant to these Terms but not completed before the termination of this Agreement (“Run Off Bookings”). Upon such request of transfer of the Run Off Bookings to Disney you will provide us with the authorisation and any necessary information required to enable such transfer. Upon successful transfer of the Run Off Bookings we will treat all such Run Off Bookings as if they were by us directly and will request the payment of the balance directly from the customer for any fees outstanding for their Booking. Where we decide not to request the transfer of the Run Off Bookings you should cancel any such Run Off Bookings in compliance with any applicable laws or if cancellation is not possible, then you should pay any outstanding fees for the Bookings on behalf of your customer. Commission will be payable on Run Off Bookings in accordance with clause 5.
- 16.2. The expiry or termination of this Agreement shall not affect any accrued rights, obligations, remedies or liabilities of the Parties.
- 16.3. Clauses 8.5, 9.7, 10.9, 13, 14.1 and all other clauses of this Agreement intended either expressly or by implication to survive expiry and termination shall remain in full force and effect.

## **17. Force Majeure**

- 17.1. If the performance by either party of its obligations under this Agreement is delayed or prevented, in whole or in part, by Force Majeure, the party so prevented shall be excused, discharged and released from performance to the extent such performance or obligation is limited or prevented by such Force Majeure, without liability of any kind. The affected party shall give the other party notice of the occurrence of Force Majeure within ten (10) days of the occurrence of such event. Within ten (10) days following such notice, the affected party shall give the other party reasonable evidence that such event constitutes a Force Majeure event, and together with an estimate of the expected duration thereof and it shall notify the other within ten (10) days following the date on which any Force Majeure event terminates.

## **18. Notices**

- 18.1. Unless otherwise provided in this Agreement any notices which either party is obligated or wishes to give to the other party pursuant to this Agreement shall be made in writing and shall be delivered either personally, in exchange for a receipt, by registered mail or e-mail with return receipt, to the following address:  
For Disney: 3 Queen Caroline Street, Hammersmith, London W6 9PE and/or email [wtdctrade@disneyparks.com](mailto:wtdctrade@disneyparks.com)  
For you: at the e-mail and/or postal address provided when registering with Disney, when making a Booking or otherwise communicated.
- 18.2. Notice will be considered to have been received on the date it is received personally, or on the date of presentation mentioned on the return receipt. In the event receipt of a registered mail is not returned, notice will be considered to have been received five (5) days after the registered mail has been sent.

## **19. Other Terms**

- 19.1. This Agreement shall be governed by and construed in accordance with the laws of England and the Parties shall submit to the exclusive jurisdiction of the courts of England and Wales.
- 19.2. This Agreement is the entire agreement between you and Disney relating to the subject matter and supersedes all prior agreements between the Parties in relation to the same subject matter.
- 19.3. No other terms and conditions put forward by one party shall apply unless the other party expressly indicates its agreement in writing signed by an authorised representative of that party.
- 19.4. No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).
- 19.5. A waiver of any right or remedy is only effective if given in writing and signed by both Parties. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy and/or shall not prevent or restrict the further exercise of that or any other right or remedy.
- 19.6. No one other than a party to this agreement shall have any right to enforce any of its terms.
- 19.7. Neither Party may assign, subcontract, place into trust or otherwise transfer any rights or obligations under this Agreement without the other party's prior written consent.
- 19.8. This Agreement may in no event, whether by express or implied terms, be interpreted as forming an association or partnership between the Parties.



- 19.9. If any term or part of a term of this Agreement is unenforceable for any reason, the other terms shall survive. Where just part of a term is unenforceable but would be enforceable if modified, the remainder shall survive with the minimum modification necessary to give effect to the commercial intention of the Parties.



## Schedule 1

### AGENCY TERMS PURSUANT TO ATOL REGULATIONS 12 AND 22

**AGREEMENT BETWEEN** company name  
(the “agent”) AND THE WALT DISNEY COMPANY LIMITED, TRADING AS WALT DISNEY TRAVEL COMPANY (“the principal ATOL holder”) HOLDING ATOL NUMBER 10401, APPOINTING company name  
AS WALT DISNEY TRAVEL COMPANY’S AGENT PURSUANT TO ATOL REGULATIONS 12 AND 22 ON date

**Definitions** The definitions used in this Schedule 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 these Agency Terms published by CAA

Pursuant to AST2.2 and Agency Term 1 no agency term negotiated between the principal ATOL holder and the agent may contradict or purport to contradict the CAA’s mandated terms and any that do so will be void.

**Agency Term 1** By making available flight accommodation to consumers in the capacity of an agent, in accordance with ATOL Regulations 9, 10 and 12 the agent is deemed to have agreed to the terms of the written agency agreement between the principal ATOL holder and its agent.

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

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

**Agency Term 2.1** Agents must comply with 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.

**Agency Term 2.2** For avoidance of doubt, agents are not permitted to use the ATOL logo without the permission of the CAA. The agent must at all times identify the selling, protecting principal ATOL holder on all publicity material (including websites and brochures) that identify a flight or flight inclusive package which the agent is holding out it can make available to consumers.

**Agency Term 2.3** Where the agent produces a receipt for money paid by a consumer the agent must identify which part of that money is protected by the principal ATOL holder’s ATOL and which, if any, is not.

**Agency Term 3** The agent will, if requested by the CAA, report to the principal ATOL holder the unique reference number of each ATOL Certificate supplied by it, along with the corresponding ATOL holder’s reference number, where it acts as agent for the principal ATOL holder and where the transaction with the consumer was a Flight-Only or a package. If requested to do so by the CAA at any time, and including after the failure of the principal ATOL holder, the agent will provide this information to the CAA.



- Agency Term 4** The agent will provide any information requested by the principal ATOL holder necessary to enable the principal ATOL holder to comply with the ATOL Standard Terms or any term of its ATOL.
- Agency Term 5** Any payment received by the agent from consumers, for services owed by the principal ATOL holder to the consumer, is received and held by the agent on behalf of and for the benefit of the Trustees of the Air Travel Trust but subject to the agent's right and obligation to make payment to the principal ATOL holder for so long as the principal ATOL holder does not fail. If the principal ATOL holder fails the agent confirms it will continue to hold consumer payments on behalf of the Trustees of the Air Travel Trust and without any right or obligation to pay the same to the principal ATOL holder.
- Agency Term 6.1** Where an agent makes available flight accommodation as the agent of a principal ATOL holder, the agent must ensure an ATOL Certificate is supplied to the consumer immediately and in accordance with ATOL Regulation 17, regardless of whether the ATOL Certificate is produced by the principle ATOL holder or produced by the agent on behalf of the principal ATOL holder.  
However, if an agent organises a package which includes that flight accommodation, the agent must immediately supply a package ATOL Certificate to the consumer in the agent's own name.
- Agency Term 6.2** Where an agent makes available a package as agent of a principal ATOL holder, the agent must additionally obtain a Confirmation (see AST 1.11) from the ATOL holder and, once obtained, pass it immediately to the consumer by the method set out below.  
Where an agent receives any revised Confirmation from the principal ATOL holder, it will immediately pass it to the consumer by the specified method set out below.  
Note: The method for the supply of a Confirmation means:  
(a) in the case of a consumer who is present at the time the agent receives the Confirmation, immediately handing it to that consumer or sending it to that consumer by electronic communication;  
(b) in the case of a consumer who is not present at the time the agent receives the Confirmation, immediately sending it to that consumer by electronic communication or by post.
- Agency Term 7** When accepting payments in respect of transactions the agent would need an ATOL to transact if the agent were not the agent of the principal ATOL holder, agents may only accept payment from consumers as defined in the ATOL Regulations 2012.
- Agency Term 8** Immediately upon the failure of the principal ATOL holder, the agent will provide the CAA with information on:  
(a) money paid to it by consumers, in respect of services to be provided for future travel by the principal ATOL holder to consumers; and  
(b) the ATOL Certificate unique reference numbers issued by that agent which apply to that failed ATOL holder, in a form acceptable to the CAA.
- Agency Term 9** The rights of the CAA and the Trustees of the Air Travel Trust to enforce any obligations under this agreement on either party are not excluded. For the avoidance of doubt, they may be enforced by the CAA and the Trustees of the Air Travel Trust.
- Agency Term 10** An Agent is not permitted to appoint a sub-agent to perform its obligations as an agent of the principal ATOL holder on the agent's behalf.
- Agency Term 11** If a new or revised Schedule of Agency Terms is published by the CAA in its Official Record Series 3 those new or revised terms will immediately take effect as terms of the agency agreement between the principal ATOL holder and the agent 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

