

Retail Deed of Undertaking

This Deed of Undertaking is made the day of

Name and address of airline

by:
of:

 Postcode:

(hereinafter called 'the Airline') of the first part

Name and address of consolidator

by:
ATOL No.
of:

 Postcode:

(hereinafter called 'the Consolidator') of the second part and the Civil Aviation Authority of CAA House 45-59 Kingsway London WC2B 6TE (hereinafter called 'the CAA' of the third part)

Whereas the Consolidator has applied to the CAA for the grant or variation of an Air Travel Organiser's Licence and in order to grant such a licence or variation the CAA requires to be satisfied that the Consolidator has been authorised to act as agent for the Airline in the sale of flight accommodation on Airline flights.

Now this Deed witnesses as follows:

- 1 The Airline undertakes to the CAA that it has appointed the Consolidator as its agent and has authorised it:
 - 1.1 to sell flight accommodation on Airline flights;
 - 1.2 to accept payment in respect of such flight accommodation on behalf of the Airline; and
- 2 If the Consolidator accepts payment from a customer in respect of flight accommodation on an Airline flight and
 - 2.1 issues a receipt specifying that the payment relates to a booking on an Airline flight; or
 - 2.2 issues a booking confirmation specifying that the payment relates to a booking on an Airline flight; or

2.3 makes a reservation or takes an option in the Airline's booking system

the Airline shall without prejudice to Clause 3 regard the payment as having been accepted on its behalf and shall immediately be liable to the customer in respect of any such payment.

- 3 If the Consolidator or any Sub-agent accepts any payment from a customer and makes a reservation or takes an option in the Airline's booking system, the Airline's liability under Clause 2 will not be affected by any failure to issue a receipt or confirmation pursuant to Clause 2.1 or 2.2 or by the Consolidator or the Sub-agent making a reservation or taking an option in respect of equivalent flight accommodation in the booking system of one or more other airlines.
- 4 In this Deed, the term 'Airline flight' means a flight operated or intended to be operated by the Airline and includes any journey consisting of more than one sector where one ticket is issued for the entire journey and on which the first international sector, or the first sector where no international sector is included in the journey, is operated by the Airline.
- 5 The Airline undertakes that it has entered into an agency agreement with the Consolidator which contains no conditions which conflict with the terms of this Deed and further undertakes that it shall make no amendments to the agency agreement which results in such a conflict.
- 6 The Airline may terminate this Deed by giving not less than four days' notice in writing at any time to the CAA. The Deed will remain in force in respect of any transaction entered into prior to receipt of such notice by the CAA and unless the CAA consents in writing to an earlier termination in respect of transactions entered into during the notice period.

In witness whereof this document is executed as a Deed by the day and year first above written

Authorised signature of Airline

Name:

Signature:

Date:

Position

In witness whereof this document is executed as a Deed by the day and year first above written

Authorised signature of Consolidator

Name:

Signature:

Date:

Position