

Airline Agent Deed of Undertaking

Standard Term 12 compliance – undertaking to **disclaim responsibility** if a schedule airline fails.

	<i>Date</i>	<i>Month</i>	<i>Year</i>
This Deed of Undertaking is made the	<input type="text"/>	day of <input type="text"/>	<input type="text"/>
by:	<input type="text"/>		
		ATOL No.	<input type="text"/>
of:	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>	Postcode	<input type="text"/>

(hereinafter called 'the licence holder') of the first part and the Civil Aviation Authority of CAA House 45-59 Kingsway London WC2B 6TE (hereinafter called 'the CAA') of the second part.

Whereas the licence holder 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 the licence holder to give an undertaking in the form set out below.

Now this deed witnesses as follows:

1. Subject to paragraphs 2 and 3 the licence holder undertakes to the CAA that in the event that any airline in respect of which the licence holder has acted as agent cannot provide flight accommodation in accordance with its obligations to any of the licence holder's customers the licence holder shall refund to the customer as soon as reasonably practicable:
 - a) in the event that part of the carriage for which the customer has contracted with the airline has been provided, all sums paid by the customer in respect of the carriage; or
 - b) in the event that no carriage for which the customer has contracted with the airline has been provided, a fair proportion of any sums paid by the customer in respect of the carriage having regard to the proportion of the contracted carriage which has been provided to the customer.
2. The licence holder need not refund monies to the customer in accordance with paragraph 1 if the customer has accepted an alternative settlement offered by the licence holder.
3. The licence holder need not refund monies to the customer in accordance with paragraph 1 if
 - a) all advertising and brochures that it or its agents published offering the airline's flights;
 - b) all ATOL Receipts and Confirmation invoices relating to the customer's booking that it or its agents issued pursuant to Regulation 4 and to Standard Term 7; and
 - c) all other documents relating to the customer's booking that it or its agents issued

showed clearly and prominently, in a form approved by the CAA, the following statement: 'The ATOL held by [licence holder] protects you against financial loss in the event of its failure, but

[licence holder] does not provide cover for scheduled airline failure and your money will not be protected against that risk.'

4. In this deed 'customer' means a person (other than an air travel organiser or travel agent) who has made a payment or on whose behalf a payment has been made under or with a view to entering into an air travel contract with an airline on whose behalf the licence holder is acting as agent in provision of flight accommodation for the carriage of that person or of another person on whose behalf he is booking.

In witness whereof this document is executed as a deed by

Name:
Signature: Date:

the day and year first above written.