

**ATOL Compliance Checklist
March 2015**

The following note summarises some of the key areas of compliance that as a licence holder you need to be aware of to help comply with the new ATOL regulations.

This checklist has been updated to reflect a number of changes being implemented following a consultation issued by the CAA in September 2014.

1. Terms and Conditions

The following 3 paragraphs should be included in your booking terms and conditions under the "your financial protection" section.

| | | Compliant (Y/N) |
|------|---|----------------------------|
| i) | <p><i>"Your Financial Protection</i></p> <p><i>When you buy an ATOL protected flight or flight inclusive holiday 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."</i></p> | |
| ii) | <p><i>"We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable)."</i></p> | |
| iii) | <p><i>"If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme."</i></p> | |
| iv) | <p>You must also ensure that your Terms & Conditions do not include clauses that enable the transfer of a consumer's booking to another business without prior agreement from the CAA.</p> | |

2. Websites and publicity wording

Your publicity material (including websites and brochures) must show the following:

| | | Compliant (Y/N) |
|------|--|-----------------|
| i) | Your company name (or trading name notified to ATOL), | |
| ii) | Your ATOL number, | |
| iii) | The ATOL logo | |
| iv) | <p>One of the following statements depending on the products which are being made available.</p> <p><i>"All the flights and flight-inclusive holidays [in this brochure] [on this website – as appropriate] are financially protected by the ATOL scheme. When you pay you will be supplied with an ATOL Certificate. Please ask for it and check to ensure that everything you booked (flights, hotels and other services) is listed on it. Please see our booking conditions for further information or for more information about financial protection and the ATOL Certificate go to: www.atol.org.uk/ATOLCertificate"</i></p> <p>OR</p> <p><i>"Many of the flights and flight-inclusive holidays [in this brochure] [on this website - as appropriate] are financially protected by the ATOL scheme. But ATOL protection does not apply to all holiday and travel services listed [in this brochure/on this website]. Please ask us to confirm what protection may apply to your booking. If you do not receive an ATOL certificate then the booking will not be ATOL protected. If you do receive an ATOL Certificate but all the parts of your trip are not listed on it, those parts will not be ATOL protected. Please see our booking conditions for information, or for more information about financial protection and the ATOL Certificate go to: www.atol.org.uk/ATOLCertificate"</i></p> | |

3. ATOL agency agreements

If you sell ATOL products through agents, you are required to have a written agency agreement in place.

In September 2014 the CAA announced an update to its ATOL Standard Terms which mean that all agency agreements need to be updated and reissued with the new Schedule of Agency Terms. Agency agreements may be issued in electronic or hard copy and acceptance can be obtained as follows:

- i. Requesting that their agents sign and return the agreement;
- ii. Accepting consent of the agreement by e-mail;
- iii. Accepting consent of the agreement by continuing to make bookings with the ATOL holder;
- iv. Requesting consent online, through a system on the ATOL holder's website.

| | | Compliant (Y/N) |
|----|--|-----------------|
| i) | Ensure your Agency agreements meet the latest wording in the Official Record Series 3, which is available on the CAA's website . | |

If you have any questions about the requirements of agency agreements or terms and conditions, please contact us [here](#).

4. Disclosure on invoice and receipts

In order to enhance consumer clarity the CAA now require ATOL holders to disclose on receipts for money received which part is protected by ATOL and which is not.

| | | Compliant (Y/N) |
|----|---|-----------------|
| i) | Amend your booking systems or processes to ensure receipts given to passengers identify which parts of a payment are ATOL Protected and which, if any, are not. | |

| | | Compliant (Y/N) |
|----|--|-----------------|
| i) | Similarly if you are currently using any of the following exemptions then you should place the statement " <i>This sale is not protected under the ATOL scheme</i> " on your documentation: <ol style="list-style-type: none">1. Exemption 10/2012 – Flight only use of consumers credit / debit card exemption2. Exemption 04/2013 – Overseas exemption3. Exemption 05/2013 – Corporate sales exemption4. Exemption 06/2013 – Credit sales exemption for flight only or flight-plus. | |

5. Records Maintenance

The CAA requires your business systems to retain records for a specified period of time during which they must be made available to the CAA if requested to do so. The list can be found on page 66 of [Official Record Series 3](#). The following change has now been made to these requirements:

| | | Compliant (Y/N) |
|----|---|-----------------|
| i) | You must now retain copies of any contracts or commercial agreements which you have entered into relating to the provision of flight accommodation. | |