



Dear Agency Partner,

Please find enclosed our new agent application pack. The following forms need to be completed in full and returned at your earliest convenience:

- 1) JTA Agency Agreement
- 2) Agency Application Form
- 3) For payment by TTA TAPS & SPS no form is required, but for SPS please contact [callen@abta.co.uk](mailto:callen@abta.co.uk) and copy [amound@abta.co.uk](mailto:amound@abta.co.uk).

Should you have any queries, please do not hesitate to contact Sales Support on 0844 984 0809 or email [salesupport@jtatravel.co.uk](mailto:salesupport@jtatravel.co.uk).

Thank you for your interest in JTA and we look forward to working with you in the future!

Kind Regards,

JTA SALES SUPPORT

Please return forms to: Sales Support, JTA Travel Group, 227 Church Road,  
Yardley, Birmingham, B25-8UR. Fax: 0121 605 1080

## AGENCY AGREEMENT (Page 1 of 4)

We take pleasure in writing to remind you of our company policy and our joint obligations on CAA ATOL regulations. They seek to clarify for the consumer, via more detailed documentation, which of the parties involved in their consolidated seat purchase is liable in the event of failure in non-delivery of their air ticket for whatever reason.

As with most Consumer Protection legislation in the U.K, you should be aware that strict compliance with these regulations governing the sale of consolidated seats is now mandatory and breaches are considered in law to be criminal offences. The following are the key factors, which will have a bearing on conducting future business transactions with our company.

### PURCHASE OF AIRLINE TICKETS

These must be purchased from a legitimate ATOL holder, authorised by the CAA to sell seats to the Travel Trade or to the public. An ATOL licence granted only for tour operation is not sufficient to protect seat only passengers. JTA is fully licensed by the Civil Aviation for Tour Operation and seat only traffic.

### AGENCY AGREEMENTS

Consolidators such as JTA, acting on behalf of scheduled airlines, are now required to sign written agreements with those airlines and it is recommended that appointed sub-agents of consolidators hold signed agreements with the consolidators for whom they act.

### RECEIPTS AND INVOICES

All documents issued to the "seat-sale" client must clearly show the name and ATOL number of the consolidator. A copy of the ATOL holder's invoice must be passed to the client to ensure you are trading legally. Invoices for "seat-sale" ATOL-ATOL transactions are issued on a nett basis. All other invoices will be issued on a gross basis at a default of 10% or your preferred mark-up.

### APPLICATIONS FOR AN AGENCY AGREEMENT WITH JTA.

Enclosed with this letter you will find a copy of our Agency Agreement. Please complete the attached forms carefully (pages 2 – 6), initialling the Agency Agreement on each page and signing the relevant sections.

Please send back to us by return and upon receipt we will send you a countersigned copy for your records. Failure to do so will result in a delay & JTA will be unable to trade with you until everything is in place.

This agreement is made the.....day of .....20.....between JTA hereinafter called "the consolidator" and .....hereinafter called "the agent"

By this agreement the consolidator appoints the agent to be its non-exclusive agent within the United Kingdom to sell flight accommodation on airline flights.

This agreement has the effect of discontinuing any existing agreements between the parties, notwithstanding that existing bookings may be in place.

The agent accepts its appointment and agrees to sell accommodation on flights and to give advice regarding the suitability for the client's purpose of any of the consolidator's services as necessary and in giving such advice, acts as the agent of the client.

**DUTIES OF THE AGENT**

The agent agrees:

1. To sell flight accommodation on behalf of the consolidator at prices agreed from time to time, whether by phone or in writing and the agent agrees to pay the consolidator the full price due less any agreed commission and VAT if applicable.
2. In accepting payment in respect of such flight accommodation on behalf of the consolidator to issue a receipt specifying that the payment relates to the booking on an airline flight, the agent shall state that he is acting as the agent of the consolidator and shall on all such documentation quote the consolidators full name and ATOL number.
3. To notify all existing passengers immediately of any corrections or amendments advised by the consolidator (whether in writing or verbally) in respect of existing bookings and to ensure that any written amendments to the brochure stock or any other documentation held by the agent are acted upon expeditiously. The agent shall indemnify the consolidator in respect of all claims, liabilities and costs arising from failure to comply with this agreement.
4. To ensure that all customers are referred to the booking conditions as advised from time to time by the consolidator before any booking is taken and to specifically advise of the insurance available through the consolidator to advise all customers of an alternative of at least equal standard which the customer shall be encouraged to purchase at or before the time of entering into a contract with the consolidator.
5. To ensure that when a client seeks a special request, this is effectively notified to the consolidator, but to make no assurances to the consumer that the special request will be complied with.
6. To ensure that documentation is signed by the first named customer, a deposit taken before confirming the flights with the consolidator and thereafter to keep safe all documentation in respect of a booking for a minimum period of a least two years and to provide copies to the consolidator at any time, if requested. A completed remittance form (photostat acceptable) must be forwarded to the consolidator within seven days together with any monies due.
7. To pass onto the first named customers all documents concerning the arrangements immediately upon receipt and to specifically draw their attention to any changes, amendments, or other information concerning the service provided.
8. To collect from the customer any balance due or cancellation charges raised by consolidator in accordance with the usual terms of business. If the agent is unable to collect any balance from the customers, the agent shall take steps immediately to contact the customer by recorded delivery, demanding settlement within seven days. Should the customer not respond the agent shall notify the consolidator in writing where upon the booking may be treated as cancelled and appropriate cancellation charges are payable where the agent has failed to comply with the obligations as detailed above.
9. To notify the consolidator upon receiving instructions from a customer to amend or cancel any previously confirmed arrangement, although no amendments shall be made until the appropriate amendment fee has been received. The agents shall not be obliged to act on

instructions to amend or cancel except where these are given by the first customer named on the booking form and confirmed in writing.

10. To advise the consolidator of any complaints made by a customer whom he himself cannot resolve, where upon the consolidator undertakes to deal with the complaint with the utmost expediency.

#### **AGENCY AGREEMENT (Page 3 of 4)**

11. Bookings may not be made on behalf of any other agency nor passed to any other agency and must be made on behalf of the passenger except where an ATOL holder to ATOL holder transaction has been agreed.
12. The agent undertakes not to offer the consolidator's seat for resale as part of any inclusive tour packages.
13. The agent undertakes that any booking made via CRS booking system must be queued and ownership given to Consolidator prior to any acceptance of monies or documentation issued relating to the consolidator.

#### **THE CONSOLIDATOR HEREBY UNDERTAKES**

1. To provide an effective reservation service to the agent and to ensure that all documentation, including promotional literature, complies with the requirements of civil and criminal law and to hold the agent indemnified against any liability arising from the failure of the consolidator to comply.
2. To pay commission following receipt of the final payment at the rate agreed on all invoice except for non-commissionable items such as taxes or deposits etc. No commission shall be payable where a reservation is cancelled by the customer, save in respect of commission on any forfeited deposits or cancellation charges payable.
3. To issue the confirmation invoice in accordance with the Air Travel Organiser's Licence held by the consolidator within seven days from the date of reservation and to hold the agent indemnified for any claims arising from the failure to provide such as a booking confirmation.

#### **PIPELINE MONIES**

For the avoidance of doubt on receipt of the fare from the passenger(s), the agent will immediately remit the agreed monies due to the consolidator in exchange for which a ticket will be supplied once the funds have been cleared. Any monies held for or on behalf of the consolidator are on an express trust.

#### **TERMINATION**

This agreement shall continue to be in force indefinitely. It may be terminated:-

1. By either party giving at least 30 days written notice of termination.
2. Immediately in the event that either party fails to comply with the obligations of this agreement.
3. Immediately by the giving of written notice if distress or execution is levied against the property of either party.

4. If a resolution is passed or an order made for the winding up of either party to the agreement or an administration is made, except where such resolution is for the purpose of re-organisation, re-construction or amalgamation.
5. If either party suspends or ceases to carry on its business or becomes unable to pay its debts as they fall due.
6. If the agent ceases to be a full member of the Association of British Travel Agents Ltd, TTA, Global Travel Group or an ATOL holder, the agreement shall terminate forthwith without the express consent for continuation by the consolidator.

This agreement is governed by the law of England and Wales or by the Scottish law where the consolidator is based within the jurisdiction. Save as required by any enactment of law, neither party shall disclose their terms of this contract without the written consent of the other.

Signed for and on behalf of the Consolidator.....

Signed for and on behalf of the Agent.....

#### Agency Application Form & VAT Self-Billing Arrangements

Please provide as much information as possible to ensure your application is processed as quickly as possible.

Company Name		
Number of Years Trading		
Address		
Postcode		
Tel. & Fax. Number	Tel.	Fax.
Main Contact Name	Position	
Tel. Number		
Email Address		
Accounts Contact Name	Position	
Tel. Number		
Email Address		
Company Registration Number		
VAT Number		
Trading Type	ATOL ABTA TTA (please circle) Trading Number:	
Consortium or Group (please circle)	Global Worldchoice Advantage Hays Freedom Elite TTA Uniglobe Other (please specify):	
Do you have any homeworkers?	Yes No (please circle)	

Please select the payment scheme that you currently (or wish to) use to make payments to JTA Travel Group:

ABTA SPS  TTA TAPS  Credit Card

Your selected payment scheme will be subject to status. You must return the relevant payment form with this agreement (this excludes credit card payment scheme). Credit card payment will incur the following charges: Visa/Mastercard 2.5%, Amex/Diners 3% and Debit card 0.5%

JTA allow you to choose the commission you make on each booking. ATOL to ATOL bookings must select nett to comply with ATOL regulations. JTA will not pay commission on ATOL to ATOL bookings.

Your preferred carriers	
Your preferred routes/destinations	
IATA No.	
CRS/GDS Used	Worldspan      Galileo      Amadeus      Sabre
Your website address	www.

Please supply us with any other relevant information

**FOR THE ATTENTION OF THE FINANCIAL CONTROLLER: RE: VAT SELF BILLING**

As required under the Customs & Excise regulations, we will be grateful if you would complete the form above to confirm your company details and your VAT details for the purpose of the self-billing conditions. Under the system we raise a VAT invoice, which shows your VAT output tax, which is due to the Customs & Excise. You **must not** raise a VAT invoice in respect of any transactions covered by our self-billing system. The considerable benefits of self-billing saves you the need to raise and send a VAT invoice to us to claim your VAT.

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 We confirm our agreement to use your VAT self-billing scheme for all travel arrangement bookings made with your company. We undertake to notify you of any change in our VAT status or VAT registration number.

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_