

Consumers and Markets Group
ATOL Crisis Management



DATE

BY EMAIL ONLY
GUARANTEE NUMBER (A)

EMAIL ADDRESS
SUPPLIER NAME

Dear Sir or Madam,

Important notice regarding the failure of FAILED ATOL HOLDER - ATOL NUMBER – In Administration on DATE1

I am writing to you from the Consumers and Markets Group of the Civil Aviation Authority (CAA), a British Government agency based in London. The CAA operates a financial protection system, on behalf of the Air Travel Trust (ATT) for consumers who buy air inclusive trips from Air Travel Organiser's Licence (ATOL) holders. The ATT has taken over responsibility for FAILED ATOL HOLDER's consumers in this capacity since FAILED ATOL HOLDER ceased trading as of DATE1.

The ATT understands that your company had a contract with FAILED ATOL HOLDER to provide accommodation services to its consumers. The ATT is therefore seeking your co-operation so that consumers of FAILED ATOL HOLDER are allowed to continue with their trip without being asked to pay again for services provided by you.

For all FAILED ATOL HOLDER's consumers on air-inclusive trips currently being handled by you, the ATT will pay you within the terms of this letter, the rate for services provided as per the contract you held with FAILED ATOL HOLDER from the date of failure DATE1 through to the consumers' scheduled departure date.

If you accept the terms of this guarantee, in order to proceed in the first instance you will need to date and countersign this letter and return a complete copy to the ATT via MH-Ground@caa.co.uk

I accept the terms of this guarantee;
GUARANTEE NUMBER (A)

SUPPLIER NAME

Signed by:

Name _____

Position _____

On behalf of SUPPLIER NAME

Type of service provided _____

Date _____

By signing this agreement, you are confirming that you are not charging the consumer.

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Once we have received your signed agreement, please invoice the ATT at the address below; your invoice must be received within one year of the date of the failure of FAILED ATOL HOLDER. The ATT must therefore receive your invoice no later than DATE2. It is a condition of the ATT's offer to pay these amounts that you submit with your invoice a copy of the original contract(s) between you and FAILED ATOL HOLDER. These should be accompanied with the completed schedule of passengers, using the attached template in its exact format.

The ATT **cannot** pay for the following:

- **back debts for either the people currently staying or for earlier consumers;**
- **any rooms allocated to FAILED ATOL HOLDER but not occupied;**
- **any consumers who had bought accommodation only, with no flight;**
- **any items not included in the contract price;**
- **consumers for whom FAILED ATOL HOLDER has already paid;**
- **consumers of FAILED ATOL HOLDER who arrive after the date of failure.**

For back debts of funds owed to you, you will be contacted by the Insolvency Practitioner directly.

The ATT will pay you as soon as possible after receiving your invoice if it contains all the information required. This should normally be within 40 days from the date the invoice is received.

Where third party suppliers had contracted directly with FAILED ATOL HOLDER, the ATT will pay that supplier direct unless requested by them in writing to do otherwise.

Payment will be made by bank transfer only. To enable the ATT to transfer payment to your account, please provide your full bank details within the invoice: these should include the bank's name and address, swift code and IBAN, sort code (or local equivalent), and the account holder's name and full account number.

Please note: By accepting payment(s) from the ATT for ground services provided to FAILED ATOL HOLDER they shall only be accepted on the terms set out in the contents of this letter. You will also be agreeing that the position between us is governed by the laws of England & Wales and subject to the exclusive jurisdiction of the English Courts. In addition, to the extent that the ATT makes a payment to you as outlined above, in return for accepting the payment(s) referred to above you will be deemed to have assigned to the ATT your right to claim that amount against FAILED ATOL HOLDER for non-payment of handling services by FAILED ATOL HOLDER which is to be financed by way of payment(s) from the ATT, and you agree to such assignment.

I hope the contents of this letter are clear. If you need any assistance you can contact me or any of my colleagues on the number shown or via MH-Ground@caa.co.uk.

Yours faithfully,

A handwritten signature in black ink, appearing to read "S. Sprunt".

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