

# Stand Alone Safe Seat Plan

The Travel Trust Association is a trade association of Travel Agents, Tour Operators and Travel Organisers, that operate trust accounts, in order to provide financial protection for the consumer. The TTA lays down strict guidelines on how customer funds may be handled and each member must adhere to these guidelines. Every TTA member puts customer's funds into a designated trust account, which is supervised by an independent trustee. The trustee is a banker, Chartered or Certified Accountant, or Solicitor. Your funds are held in this account and may not be released unless you receive your holiday or your funds are released to another company that becomes responsible and provides for your financial protection.

All payments made to a TTA member should be made payable to the specially designated trust account i.e. when paying ABC Travel Ltd make all payments to ABC Travel Ltd Trust Account. Credit Card payments are automatically deposited into the trust account via electronic processing. Every TTA member will have a practicing certificate. This certificate will identify the TTA member's number, the company to whom all payments should be made and the trustee for that member including the trustee's address.

The Travel Protection Plan covers every service which you have booked from a travel company whether it be for transport, accommodation, entertainment or recreation. It involves two aspects, firstly the Trust Account operated for your benefit. The money may only be released from the Trust to pay for the services which you have booked.

Secondly there is further protection from a guarantee provided by the TTA if by reason of fraud or dishonesty, your money is not in the Trust Account under this guarantee, the TTA will guarantee the financial obligation of its Members to repay such sum to you up to a maximum anyone passenger of £11,000. So if you paid £2000 we guarantee we will reimburse the loss of the £2000, where it is not available for you from the Trust Account.

Therefore, the Trust Account plus the guarantee will ensure that all the money which you have paid is safely protected and available to reimburse the money paid. When you make a booking, you will be supplied with a guarantee certificate - you can see the terms of our guarantee at:

[www.traveltrust.co.uk/guarantee](http://www.traveltrust.co.uk/guarantee)

Should the TTA member become insolvent, in most instances your money will still be held within the TTA member's Trust Account by the designated Trustee, and available to pay for your holiday. If because of fraud or dishonesty the money is not there, then the guarantee is available to reimburse your loss. In some cases your holiday may continue as the providers or suppliers have already been paid. Where you have only paid a deposit and still have an outstanding balance, your holiday may be unaffected and by paying the balance your holiday will continue as planned. Where possible, attempts will be made to ensure that you can carry on with your original holiday arrangements. If you have enquiries contact:

## Travel Trust Association

St Andrew's House, West St, Woking, Surrey,  
GU21 6EB  
Phone: 01483 545 780

[www.traveltrust.co.uk](http://www.traveltrust.co.uk)

## GUARANTEE:

This guarantee is provided by TTA Management Ltd t/a Travel Trust Association (for those purposes referred to in the guarantee) if any direct financial loss is suffered by the customer as a result of a fraud or dishonesty, sustained by them in connection with any sums paid to a member of the Travel Trust Association, to purchase any component Services (as defined by S13288 the package travel, package holidays, and package tours regulations 1992) arranged by the member of the Travel Trust Association on behalf of the customer.

## DEFINITIONS:

**Fraud or Dishonesty.** Any act of fraud or dishonesty must be committed with the manifest intent to cause the customer to sustain a loss or result in an improper personal gain by any other person or organisation for whom such improper personal gain was intended.

**Member of Travel Trust Association.** Any company, partnership or entity that has satisfied the requirements of both S13288 the package travel, package holidays and package tour regulations 1992 and the TTA Travel unlimited and as such is both an appointed travel agent carrying the applicable practicing certificate and is a fully paid up member of the Travel Trust Association.

**Customer.** The purchaser of any component services defined by S13288 the package travel, package holiday and package tour regulations 1992, pay to and arranged by a member of the Travel Trust Association.

## CONDITIONS:

The construction, interpretation and meaning or the terms of the guarantee shall be determined in accordance with English law. This guarantee will only cover against loss due to insolvency of any member of the Travel Trust Association where such insolvency is caused wholly or partially by any act of fraud or dishonesty as defined.

Knowledge or discovery occurs when the customer becomes aware of facts which would cause a reasonable person to believe that a loss covered by the guarantee has been or will be incurred, even though the exact amount or details of the loss may not be known.

Upon knowledge or discovery of a loss or of an occurrence which may give rise to a claim under the guarantee, the customer shall:

- Give notice thereof as soon as practicable to: Travel Trust Association, St Andrew's House, West St, Woking, Surrey, GU21 6EB.
- Provide details of all relevant payment(s) made to the member of Travel Trust Association to the company within six (6) months after the knowledge or discovery or loss, or within such further period as agreed to in writing by the company.

Upon the company's request, the customer shall produce for the Guarantor, all pertinent records at such reasonable times and places as the Guarantor, shall designate and shall co-operate with the Guarantor in all matters pertaining to loss or claims with respect there to.

The guarantee payable here under shall be deemed to be no more than the original amounts paid over by the customer to the member of Travel Trust Association, subject to the limit of £11,000 per passenger, less any amount otherwise recoverable.