

(insert VIC name) Booking Agreement Template

Booking and Commission Terms and Conditions

The (insert management organization name) operates the (insert VIC name) accredited Visitor Centre (VIC), located at (insert address) Ph: (08) (insert phone number) Email: (insert email address)

The VIC takes bookings and displays brochures for tourism offerings provided in the (Insert Town/Region name) and elsewhere in South Australia. Bookings are received via the website (insert web address), over the telephone and at reception at the VIC. Bookings may also be received via an affiliate booking link via an industry partners website. All Bookings are processed and managed by VIC staff utilising (insert software name) software.

These terms govern the provision by (insert VIC name) of booking services in relation to a Product of the Operator.

1. **DEFINITIONS:** In these terms: **Customer** means a member of the public who books a Product via the VIC, **Operator** means the person/s named at the foot of these terms and if more than one person means each of them jointly and severally and **Product** means a tourism accommodation, tour or experience service: (a) on offer by the Operator and for which the Operator wishes to obtain bookings via the VIC; and (b) that (insert VIC name) accepts bookings via its services.
2. **TERM:** The VIC's booking services for a Product continue indefinitely pending the earliest of:
 - 2.1 if upon at least 7 days' written notice to the VIC, the Operator withdraws that Product from the market;
 - 2.2 if upon at least 14 days' written notice to the VIC, the Operator terminates its use of the booking services;
 - 2.3 if for at least 7 days the Operator fails to remedy its breach of these terms after receipt of written notice from the VIC (or insert Management Organisation name) specifying the breach and requiring its remedy, on the date the VIC (or insert Management Organisation name) gives written notice of termination;
 - 2.4 If the Operator is an individual and becomes an insolvent under administration (within the meaning of the *Corporations Act 2001*), on that date;
 - 2.5 If the Operator is a company and is deregistered, suffers the appointment of a provisional liquidator or becomes an externally-administered body corporate (all within the meaning of the *Corporations Act 2001*), on that date; or
 - 2.6 if upon at least 30 days' written notice to the Operator, the VIC or (insert Management Organisation name) ceases to trade.

Despite a termination of the booking services for any reason, for a booking for its Product made before the termination the Operator must either provide the Product or refund money paid by the Customer having made that booking.

3. **THE SERVICE:** The (insert VIC name) makes no commitment as to those days or times of the day:
 - 3.1 its premises would be open to receive bookings for a Product; or
 - 3.2 its website would be accessible to receive bookings for a Product.
4. **PRODUCT/S:**
 - 4.1 The VIC has absolute discretion whether to admit and whether to continue to admit, a Product to its booking services.
 - 4.2 At all times, the Operator must ensure that its Product complies with applicable laws and reflects well on the Operator, the VIC and the (insert regions name) region.
 - 4.3 If at any time any material feature of its Product changes (including price), as soon as practicable the Operator must inform the VIC, in writing, giving reasonable details.
 - 4.4 If for any reason (including holidays of the Promoter's staff, seasonal conditions, inclement weather) and for any period (including times of the day) the provision of a Product to any Customers will not be available, as soon as practicable the Operator must inform the VIC (by telephone or email) giving reasonable details.

4.5 The VIC is not obliged to promote the Product however the VIC will display within its premises a reasonable quantity of brochures (subject to our Brochure Policy); **Optional: or other point-of-sale materials provided by the Operator.** The VIC has discretion as to the placement and prominence of such materials within its premises. If such materials run short, the VIC will endeavor to inform the Operator of that fact.

4.6 As soon as practicable (and in any event within 7 days), the Operator must respond to the Customer concerned and to the VIC any complaint or query about the Operator's Product.

5. **BOOKINGS:**

5.1 The Operator must ensure that the advertised price via the VIC's service is no greater than the lowest rate advertised elsewhere by the Operator for the Product.

5.2 The Operator must provide the Product with the pricing and other features as displayed on the booking system at the time of booking – with any errors, ambiguities or discrepancies resolved in favour of the Customer.

5.3 If a booking is made and the Operator is unable to provide the Product, the Operator must provide alternative product of a similar or better standard, at no additional cost to the Customer and provided that the alternative Product is acceptable to the Customer. In this case, the VIC is only liable to pay the Operator the price (less commission) as if the original booking had been completed by the Customer.

6. **PRODUCT INFORMATION and ACCESS TO BOOKING SYSTEM:**

6.1 The Operator is responsible to:

6.1.1 upload onto the booking system its Product information, including but not limited to text, graphics, rates availability and cancellation policy; and

6.1.2 ensure its Product information as uploaded onto the booking system is kept current.

6.2 The Operator warrants that the information is not misleading or deceptive and does not contain any material contrary to law.

6.3 The Operator must keep the VIC informed in writing of any circumstances (for example, renovation work, temporary closure) which a prospective Customer would reasonably want to be aware of before acquiring the Operator's Product.

7. **PAYMENTS TO THE OPERATOR:**

7.1 In the first instance, a Customer's payment for a Product booked via the booking service is paid to and credited to the VIC's account.

7.2 The VIC earns commission of **??%** including GST on the payments received for Product/s via its booking service. The VIC will issue a tax invoice for such commission when making payment of the balance to the Operator.

7.3 **Twice** each month, the VIC will pay to the Operator the balance of payments received for the Operator's Product/s and redeemed since the last such payment to the Operator. Payments will be by electronic transfer to the bank account nominated on page 4, or as last nominated by the Operator.

7.4 The Operator is responsible for any GST it incurs in providing its Product.

7.5 If a Customer cancels or fails to redeem a booking, the VIC will deal with the money collected from a Customer in accordance with the Operator's cancellation policy and the VIC's cancellation fee as displayed on the booking system.

7.6 After the booking service for an Operator's Product terminates, the VIC will make any final payment owing in the next payment run.

8. **INSURANCES:** At all times its Product is the subject of VIC's booking services, the Operator must hold these stand-alone insurance policies:

8.1 public liability (at least \$10 million cover) extending to all locations where the Product would be provided; and

8.2 if provision of the Product would involve the provision of food / beverage to a Customer, product liability (at least \$5 million cover) extending to that food / beverage; and

At any time, if the VIC so requests, within 7 days the Operator must provide evidence of insurances this clause requires.

9. **INDEMNITY:** As a continuing obligation, the Operator indemnifies and holds harmless the VIC (or **insert Management Organisation name**) and its staff, jointly and also severally against claims by any person in respect of personal injury or death or loss of or damage to any property in connection with:

9.1 promotional material supplied by the Operator; and / or

9.2 the provision of, or failure to provide, a Product of the Operator to a Customer; and / or

9.3 any breach by the Operator of these terms,

but the liability to indemnify a person must be reduced proportionally to the extent that the willful default or negligence of that person contributed to the injury, death, loss or damage.

10. **PRIVACY:** The VIC must comply with (**insert Management Organisation name**) *Privacy Policy* in relation to the personal information of a Customer obtained in the performance of these terms or in the provision of its respective services or Product.

The Operator may have obligations under the *Australian Privacy Principles (APPs)* set out in the *Privacy Act 1988* in relation to personal information of a Customer obtained in the performance of these terms or in the provision of its respective services or Product. However, where the Operator does not have such obligations under the APP, they must not:

- disclose the Customer's personal information to a third party or
- contact the Customer with information about the Operator's services or products

except with the Customer's permission in writing or where the Customer would reasonably expect the Operator to do so.

11. **ASSIGNMENT:** Except with the VIC's prior written consent, the Operator may not assign its rights or obligations under these terms. If the Operator proposes to sell its business to a third party, before completion of the sale the Operator must notify the VIC giving reasonable details. The VIC may then elect to either remove the Operator's Product/s from the booking service, allow an assignment to the new business owner, or require the new business owner to make a fresh agreement with the VIC for the Products transferred.

12. **DISPUTE RESOLUTION:**

12.1 If any dispute in relation to these terms arises between the parties, the parties must first attempt to resolve the matter within 14 days of the matter arising.

12.2 If the parties are unable to resolve the matter in accordance with clause 12.1, the matter will be dealt with under (**insert Management Organisation name**) *Complaints Handling Policy*. If the matter cannot be resolved at that level, then it may be escalated for resolution in accordance with (**insert Management Organisation name**) *Internal Review of Decisions Policy*.

Operator Details

Legal Name:

Trading Name:

ABN:..... Registered for GST: Yes / No

Mailing Address:.....

.....

Physical Address (if different from above):.....

.....

Phone:..... Email:

Payments to:

Name of account holder:

Bank:

BSB:

Account number:

Agreement

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Acknowledge that the above information is true and correct and agree to the contents of this Booking Agreement.

SIGNED for the Operator:.....

Print Name:

Position:

Date:

SIGNED for the (insert Management Organisation):.....

Print Name:

Position:

Date: