

## Agency / Operator Agreement

This Agreement, effective the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

is entered into between \_\_\_\_\_ (Operator), and the

Central Otago i-SITEs (Agent).

### 1. Term

#### A. Original Term

This agency agreement shall continue from the effective date hereof and, unless sooner terminated in accordance with the provisions of Paragraph 8 below, shall have an initial term of one year. Thereafter, the agreement shall be automatically renewed on a yearly basis unless sooner terminated by either party in accordance with the provisions hereof.

### 2. Products Provided

#### A. Booking Agent

Agent will accept and process bookings for products supplied by Operator on behalf of Operator through the Agent.

Operator agrees as follows:

- Agent will deduct an agreed upon commission rate of **no less than 10%** on any booking or successful referral made by them on behalf of the Operator. The price to the customer will be the same whether booked direct or booked by the Agent, with no additional commission component to be added.
- Agent may release Operator information details to any person or business for contact purposes.
- Agent will not be held liable/responsible in the event of a customer not proceeding with any product booked through the Agent.
- Agent will not be held liable/responsible for any failure of a product to operate; any accident, injury or other circumstance arising from a product booked through the Agent.
- Operator is solely responsible for advising any changes to prices or products provided and must do so in writing to the Agent.
- Operator to notify Agent of any changes in rates, timetables or brochures, with **minimum one month's notice** before changes become applicable.
- Operator acknowledges the Agent does not guarantee any minimum or fixed number of bookings will be sold on behalf of the Operator

- Operator shall honour or cause to be honoured all bookings made with vouchers issued by the Agent on behalf of the Operator in connection with the Operator's product.

Operator confirms that it meets the current codes of compliance for it to run its business. Agent agrees to confirm all bookings made on behalf of Operator by phone or email.

The information provided by the Operator to the Agent shall be accurate and shall not breach any applicable law or authorisation. It shall be a breach of this agreement if any of the information provided by the Operator is inaccurate or contravenes in any way any applicable law or authorisations.

## B. Display Opportunities

Operators wishing to display brochures or other advertising material, to advertise their products within the Central Otago i-SITE locations, should request a Pay to Display Agreement from the Agent. A range of advertising options are available for which fees apply.

## 3. Payment for Bookings

### A. Agent All

- Agent will ensure **full payment** is received from the customer upon each booking made.
- Agent will issue a voucher to the customer and will advise Operator of the voucher number and customer name.
- Operator agrees to accept the voucher from the customer as full payment for the product/s booked.
- Agent will pay the Operator for the bookings **less the agreed commission**. Payment is made by the Agent on a fortnightly basis immediately following the booking being made.

### B. Referral

- Where the Agent issues a referral voucher, the Operator will take total payment from the customer and agrees to pay the Agent the agreed **referral commission**.

### C. Operator

- Operator to notify the Agent of any impending sale of their business, or other change in circumstances in particular bank account details, that could affect payment for bookings made by the Agent.

## 4. Cancellation / Refund

### Cancelled Bookings

- Operator will provide Agent with specific terms and conditions relating to Operator's refund and cancellation policy.
- Agent will cancel the booking directly with the Operator.
- Agent will refund outstanding monies to the customer, less any cancellation fees imposed by the Operator and/or the Agent.
- Agent will request payment back from the Operator should the initial booking payment have already been processed to the Operator at the time of cancellation. This refund may either be deducted from the next payment run or the Agent may issue an invoice requesting to be refunded within seven days of customer cancellation.
- If the intended product is interrupted, cancelled or postponed the Operator shall notify the Agent immediately the interruption occurs, or the decision to postpone or cancel is made. Agent shall either refund or exchange all bookings in respect of such interruption, cancellation or postponement as required by law or in accordance with the refund instructions provided by the Operator and the conditions attached to such bookings.

## 5. Complaint Process

Where the Agent receives a complaint regarding the products of the Operator, the Agent will initiate the following process:

- a. Seek the complaint in writing.
- b. Send a copy of the complaint to Operator with information regarding issues raised.
- c. If Operator consistently fails to remedy or refuses to acknowledge a justifiable complaint, then the Agent shall:
  - No longer provide a booking service for Operator effectively terminating this agreement.
  - Remove Operator's brochures from the display (if applicable).
  - Advise other booking centres in the region of its decision and the basis for that decision.
  - Advise the Operator's relevant association or body (if appropriate).

## 6. Dispute Resolution

- The parties agree to use their best efforts to resolve any dispute that may arise in relation to this agreement.
- If any dispute cannot be resolved either party may require the matter to be resolved with arbitration by a sole arbitrator. The award of the arbitration will be final and conclusive between the parties. The costs of arbitration will be allocated to each party in accordance with the award handed down by the arbitrator.

## 7. Indemnification

Operator shall indemnify, and shall keep indemnified, the Agent from and against any claims, demands, losses, liability actions, lawsuit damages and expenses, including solicitor fees and court costs to the extent such claims, demands, losses, lawsuit damages and expenses result from any act or omission in connection with Operator's products and/or Operator obligations under this agreement.

## 8. Termination of this Agreement

This agreement may be terminated in writing in whole or in part by either party giving 30 days notice unless 5(c) above applies, in which case the agreement can be terminated by the Agent in writing without notice.

## 9. Health and Safety

Operator agrees to have the appropriate Health and Safety systems and procedures in place to meet their duties under the **Health and Safety at Work Act 2015** and are prepared to provide evidence of this when requested.

## 10. Privacy and Confidentiality

Each party acknowledges:

- a. Its obligations under the **Privacy Act 2020** and that it will abide by these.
- b. That it will keep confidential all information of a confidential nature including the volume and pace of sales provided by the other party and use it only for the purpose for which it has been provided.
- c. That all databases of the Agent regarding the Operator's product or otherwise (existing or to be established) and their contents are the property of the Agent unless and to the extent otherwise agreed between the parties in writing.

## 11. Entire Agreement

This Agreement sets forth the entire agreement and understanding between the parties as to the subjects therein contained. Any and all prior or contemporaneous proposals, commitments and representation, oral or written, are merged herein and superseded hereby.

The parties recognise the need to establish the highest standards of ethics and expertise in their respective sectors of the tourism industry and to conduct their bookings between each other with a high degree of cooperation, integrity and professionalism.

## 12. Amendments in Writing

This Agreement shall not be altered or amended except in writing and signed by the parties hereto.

*Please complete*

Executed on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

### **OPERATOR**

Business / Trading Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

\_\_\_\_\_ Postcode: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

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### **Central Otago i-SITEs**

Dylan Rushbrook, General Manager Tourism Central Otago

Signature: \_\_\_\_\_ Date: \_\_\_\_\_