

DRAFT Distributor Terms and Conditions

Distributor Terms and Conditions are required by all Distributors entering the V3Travel System. These are the Terms and Conditions the Operators view and accept prior to 'opt-in' to your channel.

This Agreement is an example only.

These Terms and Conditions are only a draft and are not to be used without review by your lawyers. We highly recommend your lawyers read over the attached and make all necessary changes as required, or provide a new agreement that they would like to include in the software.

V3 do not take any responsibility for the information contained within, it is given as a suggestion only.

(website address)
Terms & Conditions

(Your business name) promotes tourism in the *(region you promote tourism)* and provides a service whereby a visitor can book accommodation and travel.

By agreeing to the below you acknowledge and agree that the terms and conditions set out herein shall constitute the agreement (Agreement) between you (Operator) and (your company) when the *(your website address)* website takes bookings on your behalf.

Agreed Terms:

1. Definitions

In this Agreement:

"(Your Company Name)" Also trading as *"(XXXXX)"* promotes tourism in *(region you promote tourism)* and provides a service whereby a visitor can book accommodation and travel.

"Operator" means you, the supplier of tourism Product.

"Visitor" means a member of the public who has placed a booking for the Operator's Product through *(Your Website Address)*.

"Product" means the travel services offered by you the Operator.

2. Product

2.1 The Operator will ensure that its Product is provided to the highest possible standards and quality, and that its Product and business comply at all times with all applicable legal requirements.

2.2 *(Your Company Name)* may attend at and inspect the Operator's premises at a mutually convenient time, to verify that the Operator is complying with clause 2.1. If *(Your Company Name)* does so, the Operator should assist and cooperate with the inspection.

3. Information

The Operator must ensure that it regularly updates information via the V3Travel System and the Operator agrees that *(Your Website Address)* is not liable for any information displayed via *(Your Website Address)* for you the Operator.

4. Commission

A X% commission is payable on all bookings made through (Your Website Address).

5. Bookings

5.1 The Operator authorises (*Your Company Name*) to take bookings for the Operator's Product, on behalf of the Operator, through their website (Your Website Address).

5.2 Where (*Your Company Name*) has taken a booking from a Customer, the Operator must not offer to provide that Customer with the Operator's Product on terms and conditions (including as to price) which are more favorable than those offered to the Customer by (Your Website Address) Service on behalf of the Operator.

6. Cancellations and Refunds

6.1 If (*Your Company Name*) via (Your Website Address) has taken a booking for the Operator's Product, and the Operator is then unable to supply the Product, the Operator must provide Product of a similar standard and quality acceptable to the Customer, or at the Customer's election, promptly refund the moneys paid less the fees.

7. Customer Inquiries and Complaints

The Operator must respond to any inquiry or complaint by a Customer, within 14 days of receipt.

8. Sale of Operator's Business

If the Operator proposes to sell the whole of its business, or the assets used to run its business, or a controlling interest in the shares in its business, the Operator must give (*Your Company Name*) written notice at least 14 days before the proposed sale, and upon such notice this Agreement will terminate automatically.

9. Indemnity and Insurance

9.1 The Operator must indemnify (*Your Company Name*), and hold (*Your Company Name*) harmless, from and against any claim, demand, cost, loss or expense whether for personal injury, loss of property, breach of agreement, misrepresentation, breach of statutory duty, or any other cause whatsoever, in relation to the provision (of failure to provide) Product.

9.2 The Operator must take out and maintain during the term of this Agreement, a policy of public liability insurance with a reputable insurer, where the limits of such policy are not less than:

- \$5 million in relation to any one claim for all other Operator.

10. Termination

10.1 (*Your Company Name*) may terminate this Agreement immediately by notice to the Operator:

10.1.1 If the Operator commits an act of bankruptcy or becomes subject to any form of insolvency administration.

10.1.2 If the Operator breaches this Agreement: or

10.1.3 If the Operator ceases to provide Product

11. General

This Agreement cannot be varied except by a further written agreement signed by both parties.