



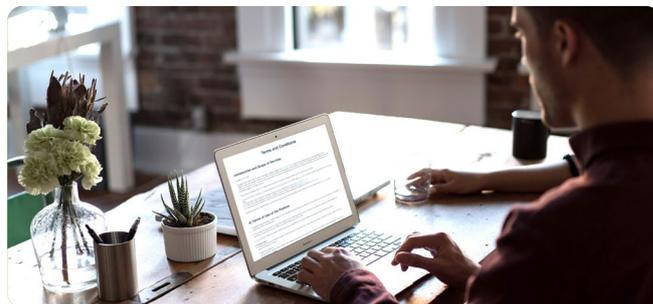
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T&Cs for Professional Travel Buyers

T&Cs for professional travel buyers

Introduction

Forming part of the section [Commercialise Your Bookable Experience with the Right Price](#), below we look at terms and conditions for professional travel buyers.



Professional travel buyers such as online travel agents, tour operators and travel wholesalers confirm the conditions of partnership with experience providers via contract. Contracts are comprised of multiple itemised clauses that can include the following:

- ✓ **Agreed rates:** whether commissionable and/or net.
- ✓ **Terms of payment:** e.g.
 - how the professional travel buyer will receive payment (e.g., commission) from the experience provider, and within what timescale. Wherever possible, Commission should be paid only on matured transactions – i.e., after the experience has been delivered to the customer.
 - how the experience provider will receive payment for booked services from the professional travel buyer. For example:
 - the experience provider raises an invoice that must be paid within (e.g.,) 30 days of the booking date (i.e., a credit account arrangement).
 - the experience provider receives full pre-payment for services by an agreed time (e.g., 14 days, 48 hours, on the day) in advance of the booking (i.e., a non-credit account arrangement).
 - the experience provider receives payment via a virtual credit card (VCC). Payments must be claimed 365 days post the booking date after which time unclaimed funds belong to the intermediary.
- ✓ **Cancellation policies:** e.g., zero refund, partial refund, full refund and change of date policies along with cut off dates for same: e.g., cancellation allowable with 30/21/14/7 days or 72/48/24 hours in advance of the booking date.



- ✓ **Force majeure or Act of God policies:** outlining cancellations in case of circumstances that are beyond the control of the business such as pandemics (e.g., Covid-19), fire, flood, exceptional weather, acts of government, terrorism etc. e.g.,
 - the opportunity to defer your booking to an available date at no extra cost/at an equivalent cost up to (e.g.,) 12/24 months after your original booking date OR
 - a full refund, less an administration fee of €XX OR
 - a partial refund of (e.g.,) 30/50%. The remaining balance withheld can be set against a future booking made by you within (e.g.,) 12/24 months of your original booking date.
- ✓ **Rate parity policies:** requesting that the experience provider avoids selling at a lower, more attractive price via any other sales channel.
- ✓ **Close out dates:** any dates that services are unavailable (e.g., Christmas day).

Additional contractual conditions for consideration:

- ✓ **VAT:**
 - if the government reduces the VAT rate, clauses often note that the lower price must be passed on to the professional travel buyer.
 - if the government increases VAT, the experience provider may wish to ensure that this increase is passed on too, to avoid affecting profitability.
- ✓ **Rate conditions:** e.g.
 - whether/not it is agreed that priced experiences can be sold unpackaged (i.e., independently, without being bundled with other services such as accommodation or meals) directly to the travel buyer's customer.
 - whether/not it is agreed that priced experiences can be sold to the domestic and/or global markets.
- ✓ **Allocations and free sale:** defining how experiences are purchased:
 - **Allocation:** whereby an intermediary receives a fixed allocation of inventory (e.g., 5 of 50 available tickets per day).
In this case, the allocated number of experiences must be made available according to agreed terms and conditions.
 - **Free sale:** whereby an intermediary simply books according to the experience provider's live online availability.
- ✓ **Children's policies:** e.g.
 - To participate in this experience children must be 16 years or older.
 - Children aged 3/5/8 years old are free.
 - For children under 3/5/8 years old, one free place is allowed for every two paying adults.

Can contractual terms and conditions be negotiated?

Non-negotiable contracts:

Note that some professional travel buyers have non-negotiable contracts. In this case, the experience provider must carefully read the contract and only sign with a complete understanding of all contractual clauses and associated implications.

Negotiable contracts:

In other cases, the experience provider may have the opportunity to negotiate clauses cited within a travel buyer's existing contract.

When the opportunity for negotiation presents, the experience provider must carefully read the contract noting the clauses that require negotiation. Ultimately the aim is to work out the revised text for any newly agreed clauses.

In some cases, the experience provider may also create their own additional contract that the travel buyer is requested to sign.

Never sign a contract without fully reading and understanding all contractual clauses and their associated implications.



If in doubt, seek legal advice.