

Schedule

1. Code of Conduct

Alexandrina Visitor Services encourages high professional and ethical business standards. It is a requirement that tourism operators, which have a working relationship with Alexandrina Visitor Services, observe the Code of Conduct, as described in this schedule. The Code of Conduct provides a framework that encourages positive and professional behaviour within the general tourism industry.

The Operator agrees I/we will endeavour at all times to:

- a) Assist Visitors in a manner that is courteous and honest, to ensure that our Visitors enjoy their South Australian tourism experience.
- b) Respect the privacy and confidentiality of our Visitors.
- c) Provide honest, accurate and timely information to the public, ensuring that we comply at all times with regulations concerning fair trading and consumer protection.
- d) Create and maintain a secure, safe and clean business environment to protect the health, security and welfare of our staff and Visitors.
- e) Treat all other tourism businesses (including competitors, suppliers and others with whom we have business dealings) with fairness and respect.
- f) Act in a prudent and professional manner addressing and minimising the range of risks to which the business is exposed.
- g) Deal promptly, courteously and in a fair manner with Visitor complaints, being open to feedback and prepared to adapt to ensure that improvements are achieved as a result.
- h) Not discriminate against any class of persons and be aware of the cultural needs of all individuals.
- i) Work with industry partners to fully develop the South Australian tourism experience and promote South Australia as a preferred tourism destination.

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ALEXANDRINA VISITOR SERVICES

2. Commission Sales Agreement

This Agreement is made on the _____ day of _____ 20____

Between you the Operator and the Alexandrina Council trading as the Goolwa Visitor Information Centre and Strathalbyn Visitor Information Centre, referred to from this point forward as Alexandrina Visitor Services. Alexandrina Visitor Services (“**AVS**”) operates the Goolwa Visitor Information Centre (“**GVIC**”) located at the corner of Cadell Street & Cutting Road, Goolwa SA and the Strathalbyn Visitor Information Centre (“**SVIC**”) located at 20 South Terrace, Strathalbyn SA. Bookings for accommodation, tours and travel can be made at both Visitor Centres.

By signing this agreement, you acknowledge and agree that the terms and conditions set out herein shall constitute the agreement between you the “**Operator**” and “**AVS**” when AVS either takes bookings at or through the Visitor Centres on your behalf, or through our website: www.visitalexandrina.com.au

Definitions

In this Agreement:

Operator means the supplier of accommodation, tour, event or travel product and associated activities, being the entity noted on the first page of this agreement.

Product means the accommodation, tour, event or travel product and associated activities supplied by the Operator.

Visitor means a person or persons who have placed a booking for the product through AVS

Affiliate Booking Engine link is a personalised link generated by AVS that provides a unique code for use on an Operators website. When the unique code is activated on an Operators website customers will be able to book Accommodation and/or Tour Product other than the Operators.

Alexandrina Visitor Services (AVS) means the Goolwa Visitor Information Centre, Strathalbyn Visitor Information Centre and www.visitalexandrina.com.au (Alexandrina Visitor Services) which provides the service to Visitors for the booking of the Product supplied by the Operator.

Goolwa Visitor Information Centre (GVIC) means the Goolwa Visitor Information Centre

Strathalbyn Visitor Information Centre (SVIC) means the Strathalbyn Visitor Information Centre

Whereas:

- A. AVS promotes tourism throughout South Australia and in particular the Fleurieu Peninsula and as part of this promotion AVS provides a service free of charge to the Visitor for the provision of accommodation, tours, event or travel product and associated activities.
- B. The Operator owns and/or operates a business that supplies accommodation, tours, event or travel product which is referred to in the Booking Agreement to which this agreement is attached.
- C. The Operator wishes to engage the service of AVS for the sale and supply of the Product to the visitor.
- D. AVS agrees to provide the service to the Operator for the sale and supply of the Operators Product to the Visitor

In consideration of AVS providing the service to the Operator for the sale of Product, the Operator will pay commission to AVS on the sale of the Product on the following Terms and Conditions.

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Alexandrina Visitor Services

T 1300 466 592

visit@alexandrina.com.au

www.visitalexandrina.com

ALEXANDRINA VISITOR SERVICES

Terms and Conditions

1. Commencement Date of the Agreement

This Agreement commences upon signing by the Operator and AVS and shall continue to be in effect until terminated as is provided for in Clause 9 and/or Clause 11.

2. The Product

- 2.1 The Operator agrees to offer their Product during the term of this Agreement and agrees that their Product will be available and open for business throughout the term.
- 2.2 The Operator will ensure that their Product is provided to the highest possible standards and quality and that their Product and business comply at all times with all applicable legal requirements.
- 2.3 AVS may attend at and inspect the Operator's premises, to verify that the Operator is complying with clause 2.2. If AVS does so, the Operator must assist and cooperate with the inspection.
- 2.4 The Operator must comply with the Code of Conduct as is contained in this Booking Agreement.

3. Availability of Product

The Operator acknowledges that it is responsible for advising AVS of up to date availability and any other information in relation to the Product and hereby agrees to keep AVS informed at all times of such availability and other information as it occurs or when it is relevant. Any omission to do so or misinformation in relation to the Product shall be the sole responsibility of the Operator and should any loss or damage be caused in consequence of such omission or misinformation then such damage or loss shall be dealt with and shall be the sole responsibility of the Operator with no liability in any manner or form to AVS.

4. Commission Payable

- 4.1 The Operator agrees to pay to AVS a minimum commission of 12% for online bookings or 15% for manual bookings as is agreed between the parties calculated on the gross value of the booking. The Operator agrees that AVS may deduct the commission due to it on the sale from the monies paid by the Visitor upon completion of the booking and the funds being banked and cleared. The Balance monies shall then be forwarded to the Operator as is hereinafter provided for.
- 4.2 To qualify for 12% online commission the Operator must maintain their own online calendar through Bookeasy. If this calendar is not maintained by the Operator then bookings made by AVS will be treated as manual and the rate of commission will be 15%.
- 4.3 An Operator may opt to host an Affiliate Booking Engine link on its website (as per Clause 5.4); Five percent commission will be paid to the Operator on any bookings made via the hosted link.

5. Bookings – Sale of Product

- 5.1 The Operator authorises AVS to take bookings for sales of the Product on behalf of the Operator at or through AVS's business premises.
- 5.2 If AVS takes a booking for the Operator's Product:
 - a. AVS will provide the Operator with details of the booking, details will be provided in writing whenever practicable and verbally in all other cases;
 - b. AVS may, on behalf of the Operator, receive payment for the booking from the Visitor;
 - c. AVS will charge a commission for taking the booking (calculated as a percentage of the total price of the booking as agreed in writing between the Operator and AVS);
 - d. AVS's commission (including GST) may be deducted from the payment received by AVS from the Visitor, or, if no payment is received from the Visitor, must be paid by the Operator within 21 days of date of travel;
 - e. Where AVS receives payment from the Visitor, AVS will arrange for Alexandrina Council to forward that payment (less its commission) to the Operator in the calendar month following the date of travel. The Alexandrina Council will endeavour to process this payment within 21 days from the first date upon which its Product was provided to that Visitor (online bookings only).

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f. Operators who have agreed to online bookings will have their booking payments processed twice per calendar month. Operators who prefer bookings to remain manual will have booking payments processed once per calendar month and must provide a Tax Invoice to Alexandrina Council prior to payment being processed.

5.3 The Operator will not under any circumstances offer to provide a Visitor with the sale of the Product on terms and conditions (including price) which are more favourable to the Visitor than those offered to the Visitor by AVS on behalf of the Operator.

5.4 On request AVS will supply the Operator with an Affiliate Booking Engine link that the Operator may host on any website that it owns to facilitate the booking of Product in the Alexandrina Council region. This link will be personalised to each individual operator and must be generated by AVS. Links cannot be shared by Operators.

6 Tariff/Rate

6.3 The Operator agrees that it shall notify AVS at the commencement date of this agreement of the total price for the sale of its Product and any other costs and shall not increase, vary or alter the sale price until such time as it has notified AVS in writing of such change in price.

6.4 The Operator will not under any circumstances add a surcharge on the sale price to cover the commission payable to AVS nor shall the Operator offer the Product for sale to any visitor or agency at a price less than that which it has notified to AVS, in writing.

7 Cancellations and Refunds

7.3 If AVS 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 Visitor, or at the Visitor's election, AVS shall promptly refund the monies paid by the Visitor.

7.4 If the Visitor cancels a booking for Product more than 30 days prior to the first date on which the Product was due to be supplied, AVS shall refund to the Visitor all monies paid in advance by the Visitor (including any deposit paid).

7.5 If the Visitor cancels a booking for Product less than 30 days and greater than 14 days prior to the first date on which Product was due to be supplied, AVS shall retain a fee of between 12-15% of the total price of the Product and refund to the Visitor the balance of monies paid in advance by the Visitor.

7.6 If the Visitor cancels a booking for Product less than 14 days prior to the first date on which Product was due to be supplied, AVS shall retain the amount of its commission (12-15%) and shall pay the balance of the money held to the Operator. The Operator agrees that if following a cancellation it secures a new booking for the Product, for part or all of the cancelled period, it shall refund to the original Visitor the amount paid to it by AVS, less a reasonable amount on account of the costs or losses sustained by the Operator as a consequence of the cancellation.

7.7 Once a sale has taken place AVS accepts no responsibility for a cancellation or double booking.

8 Visitor Enquiries & Complaints

The Operator undertakes to respond to any enquiry or complaint made by or on behalf of a Visitor within 14 days of such enquiry or complaint being received. Should AVS receive any enquiries or complaints regarding the Product it shall pass the same on to the Operator as soon as practicable for the Operator to respond to as set out above. If a total of three complaints are received and no action has been taken by the Operator to rectify the complaints AVS will remove the Operator from the visitalexandrina.com website and cease booking the Product until such time as proof is provided by the Operator that the cause for the complaints have been rectified.

9 Sale of Operators Business

9.1 Should the Operator sell its business or any part thereof which relates to the product, the Operator shall give to AVS written notice of such sale and after the expiration of 14 days from that notice this agreement shall terminate.

9.2 The Operator must advise the purchaser of the Operator's business or Product (as the case may be) of the terms of this Agreement.

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9.3 Despite the sale or cessation of the Operator's business or Product, the Operator remains liable to pay AVS any commissions (including any GST component on commissions) owing to AVS in relation to bookings made up to the date of sale or cessation.

10 Indemnity and Insurance

- 10.1 The Operator must indemnify AVS and hold AVS 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 product (or failure to provide), or the provision of information by AVS.
- 10.2 The Operator undertakes and agrees to insure and maintain such insurance during the term of this agreement a policy of public liability insurance with a reputable insurance company where the limits of such policy is not less than \$10 million in relation to any one claim. The public liability insurance policy must be a stand-alone policy in the name of the business listed on page 1. Proof of public liability insurance must be supplied with this form.

11 Termination

- 11.3 AVS may terminate this agreement immediately by written notice to the Operator:
- a.) If the Operator commits an act of bankruptcy or becomes subject to a form of insolvency administration.
 - b.) If the Operator breaches this agreement
 - c.) If the Operator ceases to provide the Product
 - d.) If the Operator's Product falls below the standard as required by AVS with such standard being determined in all things by AVS in its absolute discretion.
- 11.4 The Operator may terminate this agreement immediately by written notice to AVS:
- a.) If AVS ceases to trade
 - b.) If AVS breaches this agreement
 - c.) If AVS no longer provides the services as described in this agreement

12 General

- 12.3 This Agreement is the sole and exclusive record of the agreement between AVS and the Operator and shall not be varied or altered in any way unless agreed to in writing and signed by both parties.
- 12.2 This Agreement does not constitute any partnership between AVS and the Operator.

.....
Name of Operator (Please print)

.....
Business Name (Please print)

.....
Signed

.....
Date

.....
Signed for and on behalf of AVS

.....
Date