

YOUR COMPANY LOGO

## XYZ TOUR COMPANY

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## TRADE TERMS

*Note: this document is to be used as a guide only. You should seek professional advice for your own business.*

*It is preferable that all the booking terms and conditions are clearly stated. Your rate sheet will show your retail (gross) and nett rates including GST on a separate page and be attached to your trade terms. Please see the rate sheet templates for guidance on how to set up your rate sheet.*

Trade terms to include the following items. It is recommended that you obtain legal advice to finalise this document.

## RATE VALIDITY

*This is a 12-month period from 1 April to 31 March and is the tourism calendar year.*

**E.g:** Rates are valid from 1 April 2024 to 31 March 2025.

## RESERVATION EMAIL ADDRESS

*State where booking requests are to be directed to.*

**E.g:** trade@xyztours.com

## SPECIAL CONDITIONS

*Over public holidays, advise any changes to operating times.*

**E.g:** Tours do not operate on 25 December and 1 January.

## MINIMUM AND MAXIMUM PAX NUMBERS

*This is the minimum and maximum number on an included guided tour.*

**E.g:** A minimum of two pax is required to operate all tours. Maximum tour capacity is 12 pax.

## CHILDREN AND INFANTS

*Advise the age range for children and infants and then provide actual rates on your rate sheet.*

**E.g:** An infant is under four years and a child is five to 12 years inclusive. E.g: The tour is not suitable for children under four years.

## INCLUSIONS

*Explain what is included in the cost, ie: pick-up and drop-off, any admission fees if applicable such as entry fees, picnic lunch, morning or afternoon tea, etc.*

## CANCELLATIONS

*Explain cancellation charges based on the time cancellation occurs prior to travel. Check your competitors' cancellation policies as a guide. Keep the cancellation policy simple and try to avoid too many variations.*

**E.g:** The following cancellation policy will apply to the entire booking, upon receiving a written notification within the hours of business;

- More than seven days prior to travel, no cancellation fee will apply.
- From seven days to 72 hours prior to travel, a 50% cancellation fee will apply.
- Within 72 hours of travel, a 100% cancellation fee will apply.
- If the booking is a 'no-show', a 100% fee of the total booking cost will apply.

Refer to group cancellation policy for group bookings conditions.

### PAYMENT POLICY

*Specify how and when payment is due. If the agent is going to be on account (invoiced at the end of each month), state that they need to have a credit check and that they need to fill out your credit application form. Most agents do not use vouchers anymore, so the guarantee of the booking and payment is the confirmation number and guest name. All tourism industry partners have different methods of payment. It is the responsibility of the individual operator to negotiate an agreed payment method directly with the booking agent.*

**E.g:** Prepayment is required seven days prior to the arrival date. Agents set up on credit terms will be invoiced upon check-out with payment due 30 days from date of invoice. Refer to group payment policy for group bookings.

### GROUP BOOKINGS

*If applicable, include the following terms for group bookings only.*

### GROUP QUOTATIONS

*Provide conditions on group bookings.*

**E.g:** Group rates are tailor-made to the group's requirements and are issued on a quotation basis.

### CONFIRMATION OF GROUP NUMBERS

*Applicable to groups only.*

*Specify how many days before the booking an agent needs to confirm and provide final numbers, passenger list, dietary (if applicable) and any other special requirements (e.g. wheelchair access).*

**E.g:** Final group numbers are required 14 days prior to arrival. Final passenger list and dietary requirements (if applicable) are required seven days prior to arrival.

### FREE OF CHARGE (FOC) POLICY

*Applicable to groups only. Advise how many passengers must be on a tour group to receive an FOC.*

**E.g:** One FOC for every 15 paying passengers, to a maximum of 2 per group. FOC is applicable to a bona fide tour leader and/or a coach driver or local guide.

### GROUP PAYMENT POLICY

*Specify any conditions for group bookings.*

**E.g:** Full payment is due 30 days prior to the of tour start date. Failure to make your final payment by the due date may result in the cancellation of your booking. Agents set up on credit terms will be invoiced upon departure with payment due 30 days prior to date of invoice.

### GROUP AMENDMENT POLICY

*Keep these fees to a minimum, especially for international markets. Where changes are inevitable due to airline schedules and other unforeseen circumstances that are beyond the control of the agent, agents very rarely pass this on to a client and will absorb this fee themselves. It could be the difference in choosing between you and another product. If you are going to charge an amendment fee, it should only be if the booking is amended on the day of arrival.*

**E.g:** An amendment fee will be charged at discretion for any changes made within 48 hours from arrival date.

### GROUP CANCELLATION POLICY

*Explain cancellation charges based on the time cancellation occurs prior to travel. Check your competitors' cancellation policies as a guide. Keep the cancellation policy simple and try to avoid too many variances.*

**E.g:** The following cancellation policy will apply to the entire booking, upon receiving a written notification within the hours of business;

- Within 60-31 days prior to tour date: 50% of total amount of the booking will apply
- Within 30 days or less prior to tour date: 100% of total amount of the booking will apply

### BANK DETAILS

Provide your bank details and advise if you will absorb the bank fees or if the agent needs to allow for that. If payment is by credit card, specify if there is a surcharge and if so, how much.

**E.g:** Payment by Amex, Mastercard and Visa will incur a surcharge of 3%. Diners Club is not accepted.

### DAMAGES AND RESPONSIBILITIES

State who is responsible for any damages and that you accept no responsibility for property. Keep this clear and concise.

### PUBLIC LIABILITY INSURANCE

*Provide the Certificate of Currency (CoC) details including insurance value, and expiry of the policy as proof that a current insurance policy is held. Public liability insurance protects the tour operator from legal costs and compensation resulting from accidents that guests may have whilst on your tour.*

### FORCE MAJEURE

*Removes the liability on the business for unforeseeable events that prevent the tour operator from fulfilling their obligations under a contract.*

**E.g:** Where tour schedules are cancelled, or is inaccessible due to a 'Force Majeure' (translated as "superior force") the Terms and Conditions of cancellation will be reviewed for the existence of force majeure provisions. This event may include floods, war, strikes, civil commotions, epidemics or pandemics, as declared by the Australian and New South Wales Governments. If such a declaration is made, then all bookings will be put into credit until such a time that the Federal government of Australia declares it is safe to resume business.

### CONTACT DETAILS

*Provide trade contact name, landline and mobile (with international codes +61), email and website.*

**E.g:** Joe Ordinary  
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