

B2B CONTRACTING – ACTIVITIES & ATTRACTIONS

CONSIDERATIONS FOR WRITING T&Cs

The following presents a range of headings and examples for you to consider when writing the terms and conditions for business to business contracting. As these contracts can have a significant impact on your business, it is usually recommended that you validate your own contract terms and conditions with internal teams and external professional supports before signing the dotted line.

Rate Basis

When defining your rate consider the following in your terms and conditions:

- Rates quoted should be net of commission and include government tax (VAT) at the current rate
- That you reserve the right to amend these rates in the event of changes to the rate of tax, or the introduction of any new government levy
- Rates quoted are fully inclusive of all taxes
- Gratuities are at the customer's discretion
- A list of all inclusions. Some examples might include a 2 hour guided tour of XX, tea/coffee and scone included after the tour; XX memento with XX certificate provided for all participants

Optional Extras and Services

In addition to the general rate, supplementary services provided by you might include meals, add on services etc. Do try and think of additional upsells that add value to your product.

Ensure to mention the terms and conditions attached to these optional extras. For example:

'The above services are subject to the supplementary charges noted on the rate agreement. The services must be pre-booked and agreed by special arrangement with the Attraction/Activity provider (name of provider) in addition to the general attraction/activity participation rate'.

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Meal Supplement

It is important to state the type of meal that will be provided, if this is applicable to your business. For example:

‘The lunch meal plan included in the rate schedule comprises of a picnic lunch of one sandwich per person (homemade brown bread and a choice of fillings available), slice of home baked Irish fruit cake, one piece of fruit, one small bottle of mineral water (250ml), tea and coffee per person’.

‘The lunch meal plan includes a sit down 4 course meal inclusive of set starter, main course, dessert and tea/coffee per person. A sample menu is attached. Please note that this menu is subject to change’.

Rate Conditions

You should consider a range of rate conditions within your terms and conditions.

- The market the rate applies to. For example... *‘Rates are applicable for global markets only and are not applicable for sale to the domestic Irish market’*
- Confirmation on the tour operator that the rate applies to. For example... *‘Rates are quoted exclusively for the named operator on its own distribution system and are non-transferrable. Breaches to this will lead to termination of the contract’*
- Confirmation on where the agreed rate can appear. For example... *‘Neither agreed rates nor allocations will feature on any public or consumer internet site. Nor should they feature on any distribution system that offers or sells directly to the public, or are otherwise featured in the public domain.’*
- Under no circumstances are the rates provided to be sold unpackaged or independently to the consumer directly’
- How the rate can be used. For example:
 - *‘Rates are intended only for packaging with other elements of travel and must be packaged before onward distribution’*
 - *‘Any rates which are packaged and sold to another third party for onward distribution are bound by the terms and conditions of this contract. The operator company cited on this contract will ensure communication of and compliance with said terms and conditions’.*

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Children's Policy

Be clear too about how your business defines rates, what is included for children and what will be charged as additional. The following examples may help give ideas of the types of clarifications you could consider:

- *'The children's rate noted in this agreement applies to a child aged between XX and XX years old'*
- *'The general admission rate for children of between XX and XX years old is 30% less than the full adult price'*
- *'A child of aged XX years old plus is charged at the same rate as an adult'.*

Special Offers

You may want to consider creating special offers to drive business particularly in the low season. For example:

- *'Children less than XX years old can enjoy free admission during low season periods (define months that apply)'*
- *'One free child's admission allowable per every 2 adults booked during low season periods (define months that apply)'.*

Closeout Dates

Be sure to state when your activity/attraction is closed. For example:

- *'The attraction is closed annually from the 23rd to the 30th of December inclusive'*
- *'While the provider is closed for bookings (insert dates), it will open for groups bookings of more than 10 plus (example only) by special request'.*

Restrictions

Include restrictions particularly in busier times.

'To ensure a positive experience for the operator's clients, bookings for groups of XX and more can only be admitted between 08.00am and 12.00pm, Monday to Sunday during the high demand months of July and August.'

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Cancellation Policy

It is important your cancellation policy is very explicit to avoid future conflict. For example:

- *All amendments, including cancellations to bookings, must be notified in writing and received by the attraction/activity provider. The operator must be able to supply proof of same*
- *Final group numbers must be confirmed (e.g. 7/14 etc.) days prior to arrival*
- *A group constitutes XX or more people*
- *This final agreed number must be clearly noted on the operator's voucher and payment is based on same*
- *Cancellations for all pre-bookings received after this period of (e.g. 7/14 days etc.) will be charged in full*
- *Or: Cancellations for all pre-bookings received after this period of (e.g. 7/14 days etc.) will be subject to a 50% cancellation charge etc.*

Payment Terms

Be clear on your billing and payment procedures. Expectations should be clear as this important part of the contracting process affects cash flow and the bottom line. The following are sample terms and conditions for billing and payments.

Credit Account Customers

- *Where an approved credit facility is in place, invoices will be posted or emailed to the operator*
- *Invoices are billed in local currency and the operator agrees to discharge amounts payable in local currency within (e.g. 30) days of the invoice issue date*
- *Failure to comply with credit terms will result in credit facilities being withdrawn*
- *Vouchers presented by the group leader/customer on arrival should state clearly the services contracted and chargeable to the operator.*

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Non Credit Account Customers - Ad Hoc Group Bookings

- *XX% booking deposit based on the total value of booking required immediately on confirmation of the reservation in order to secure space*
- *Balance of payment (XX%) due with balance payable (e.g. 7/14 etc.) days prior to group arrival, based on final numbers quoted*
- *This payment is non-refundable or full prepayment required at time of confirmation of booking.*

Payment Terms – Some Considerations

Before defining payment terms do consider the following:

- Many suppliers request an operator who has no credit history with them to prepay for their first booking
- Some suppliers request prepayment for as many as the first 3 initial bookings or more. Prepayment should be received and cleared in advance of a group's arrival
- In addition, a reference/s may also be requested to verify that the operator is bona fide and has a history of paying in full and on time among Irish suppliers
- Following this check, a business may decide to extend a 30 day credit limit to the operator which means that an invoice issued must be paid within 30 days of receipt
- Generally, tour operators work on a voucher system. You can think of vouchers a bit like cheques. Final confirmed numbers are noted on the voucher. Payment is based on this final number, even if numbers drop on the day
- Many providers choose to get the group leader on the day to also sign the voucher to verify that the group attended and to verify final group numbers
- For last minute bookings, where there is no time for the operator who has credit to generate a voucher, providers often generate their own version of a voucher and have that signed by the group leader on the day. An invoice is generated on this basis and sent on to the tour operator according to the usual terms and conditions
- Last minute bookings for an operator without established credit should be paid in full on the day.