

Avenue Six Limited – Terms and Conditions for Tour Guide partners

This document sets out the terms upon which Avenue Six works with Tour Guide partners making their Tours and guiding services available to be booked as part of Avenue Six Limited's EU supplier list.

Avenue Six Limited is a company that connects tourism suppliers to tour operators and travel agents to attract and increase the number of bookings of accommodation, tours, attractions and activities located in the UK.

We work with selected partners who make their Tours and guiding services available to be booked by the trusted trade partners that Avenue Six Limited work with ("Avenue Six Partners") to place bookings using the Avenue Six Platform.

Tour Guide Commitments

In consideration for Avenue Six Limited appointing you as an Avenue Six Supplier, you agree that:

You will make your Tours and/or guiding services available to be booked by Avenue Six Partners through Avenue Six Limited.

You will respond to booking requests made by Avenue Six on behalf of our trade partners within 72 hours of receipt of the request.

You will offer your Tours to be booked by Avenue Six Partners at net trade rates. You will offer your guiding services for Avenue Six Tours at a net rate agreed between yourself and Avenue Six.

You will provide Avenue Six Limited with all the information which is required to enable Avenue Six Limited to set you up as an Avenue Six Supplier on the Avenue Six Platform.

You will at all times ensure that the information which is provided and displayed on the Avenue Six Platform relating to your Tours is kept up to date, including any photographs, images and descriptions and relevant information about access, facilities, attractions and general information.

You will co-operate with Avenue Six Limited in all matters relating to the Avenue Six Platform and comply with reasonable instructions of Avenue Six Limited concerning your use of the same.

You will make your Tours available to clients who make bookings on the Avenue Six Platform through Avenue Six Partners using the best care, skill and diligence and in accordance with the best practice in your industry or trade.

You will ensure that your Tours conform with all of the descriptions, standards and specifications set out in the information which is provided in relation to your Tour on the Avenue Six Platform.

In making your Tours and guiding services available, you will comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply from time to time and observe all health and safety rules and regulations which are applicable to your Tours and guiding services.

Where any client who has made a booking for your Tours or guiding services through an Avenue Six Partner makes a complaint or expresses dissatisfaction with their experience you will deal with such complaint or dissatisfaction in a reasonable manner and using all good faith in an attempt to resolve the same and, where applicable, in accordance with your standard complaints policy and procedures. You will notify us of any such complaints or dissatisfaction and keep us fully informed of the outcome of your investigations and efforts to resolve the same.

Where any complaint is received by Avenue Six Limited from an Avenue Six Partner relating to your Tours or guiding services, Avenue Six Limited will, as soon as practical, notify you of the same and you will provide Avenue Six Limited with such information and assistance as is reasonably required by Avenue Six Limited in order to resolve the same to the satisfaction of the Avenue Six Partner.

You shall indemnify Avenue Six Limited against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs [calculated on a full indemnity basis] and all other reasonable professional costs and expenses suffered or incurred by Avenue Six Limited arising out of or in connection with any claim made against Avenue Six Limited by an Avenue Six Partner or a client who places a booking for your Tours or guiding services through the Avenue Six Partner arising out of, or in connection with, the booking made or your Tours or guiding services, except where the claim relates to wrongful act or default by Avenue Six Limited.

Our Commitments

Subject to your compliance with the above commitments, we will include your Tours (within the Avenue Six Platform using the information and details which you have provided and make your Tours available for booking through the Avenue Six Platform by Avenue Six Partners. Schedule 1 provides details of the tours to be included.

Subject to your compliance with the above commitments, and your agreement, we will include you in our pool of tour guides to deliver Avenue Six tours.

We will act as the liaison between you and our trade partners in respect of all requests to book your Tours and guiding services.

We will issue you with a form to gather relevant information from you to allow us to promote your services on our portal and to facilitate business communications and financial transactions. We will ask you to update your information annually.

We will pay the amount due in respect of each booking made through the Avenue Six Platform at the price advertised on the Avenue Six Platform in relation to such booking, subject only to the deduction of the commissions referred to in the next paragraph.

You specifically agree that we shall be entitled to deduct from the amounts payable to you in respect of all bookings made through the Avenue Six Platform the following fees:

- For Tour guides that operate as sub vendors of Avenue Six Limited via a channel manager, 12% of the value of sales;
- For Tour guides that operate as independent vendors via a channel manager, 10% of the value of sales.
- For Tour guides that operate outside a channel management system, 10% of the value of sales.

Fees may vary from time to time. We will notify you of any change in fees giving a minimum of 30 days notice. Changes to fees levied by channel managers are out of our control and will apply to all bookings where the customer arrival date falls after we are notified by the channel manager of a change to their fees.

For bookings made via your own channel manager you are responsible for paying your own contracted fees.

Payment Terms

We will send you a statement of bookings made for your Tours and tour guiding services in respect of clients who are due to arrive in the next specified 28 day period, detailing each booking, the commissions and fees that are due to be deducted, any VAT and the net amount for you to invoice.

On receipt of this statement you will deliver an invoice to Avenue Six in respect of all of the bookings made with you through the Avenue Six Platform as shown on the above statement. Avenue Six will make payment of all invoices delivered by you, less the amount of the commissions and fees referred to above, within 30 days of receipt of your invoice. Payment will be made to a bank account as nominated by you from time to time by electronic transfer.

Where VAT is payable, then this shall be stated separately on your invoice.

Cancellation of Bookings

You agree that you will accept any cancellations of bookings made by an Avenue Six Partner not less than 14 days before the arrival date of the clients who have been booked through the Avenue Six Platform and will refund to Avenue Six Limited any deposits or prepayments made to you in respect of such bookings.

Termination of this Agreement

Either you or Avenue Six Limited may terminate this agreement by serving not less than 90 days' notice in writing on the other party.

All bookings made through the Avenue Six platform for a customer arrival date after the notice period has expired will be honoured by you.

Avenue Six will make a payment for any bookings made and completed for a customer arrival date after the notice period has expired in the usual way.

Either you or Avenue Six Limited may terminate this agreement by serving not less than 30 days' notice in writing on the other party.

Without limiting any other rights or remedies available to it, Avenue Six Limited may terminate this agreement with immediate effect by giving written notice to you if you are in breach of any of your commitments under this agreement and fail to remedy the same within a reasonable time after being given written notice by Avenue Six Limited requiring you to do so or if you suspend, or threaten to suspend, or cease or threaten to cease carrying on all or a substantial part of your business or if Avenue Six Limited reasonably believe that your financial position has deteriorated to such an extent that your capability to adequately fulfil your obligations under this agreement has been placed in jeopardy.

General

The Terms and Conditions laid out in this agreement will override any standard contractual arrangements specified in online systems, for example the Bokun Market Place.

This agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the laws of England and Wales and each of you and we agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim.