

# Travel Agent Agreement

## 1 Purpose

The Agreement sets out the terms and conditions between Lao Elephant Sanctuary Co. Ltd (owner of Elephant Conservation Center hereby “The Company”) and \_\_\_\_\_

\_\_\_\_\_ (“The Partner”).

The Company is an Elephant Sanctuary based in Sayaboury, Lao PDR, offering a safe haven for elephants under human care and undertaking conservation work for the wild elephant population.

The Company undertakes to share products with The Partner who in turn undertakes to market these products in sales offices and online in accordance with the terms and conditions as set out herein in return for a commission on sales.

## 2 Definitions

- A **“Partner”** is any individual or company who signs this Agreement and who is accepted by The Company.
- The **“Agreement”** represents the complete contractual relationship between the parties.
- The **“Partner System”** is an internet-based platform provided by The Company and includes, among other things, the partnership registration, a booking-management system, and an invoicing system.
- **“Company’s Site”**: The Company’s website: [www.elephantconservationcenter.com](http://www.elephantconservationcenter.com)
- **“Partner’s Site(s)”**: This can include any website, email message or social media run by The Partner.
- **“Imagery”**: The videos and pictures that are provided by The Company.
- **“Material”**: the promotional material provided by The Company.
- **“Company’s Terms and Conditions”**: These are the general terms and conditions for individual and group travellers and the practical information on a product as published on The Company’s Site and official documentation.
- **“The Tour” or “Package Tour(s)”**: The Company’s products as published on The Company’s Site and official promotional material in addition to specially designed products for The Company’s agents, customers and other partners.
- **“Reservation”**: A specific booking made for Customers by The Partner.
- **“Customers”**: The end-user of the Company’s Products, whether used in relation to activities prior or after the booking and payment, that is, potential customers as in the general public or actual customers as in customers who have made a booking, and or confirmed it, and or made payment for it.
- **“Guide”**: The person that is hired by The Partner to chaperone the Customers during the duration of the Package Tours.

### 3 Rights and Obligations

- 3.1 It is in the sole discretion of the Company to select and agree to Partners and The Company is under no obligation to provide reasons for its decision.
- 3.2 The Partner agrees to comply with and respect the Company’s terms and conditions, policies and procedures.
- 3.3 The rights that The Partner receives under this Agreement are non-exclusive. The Company is entitled to sell its Package Tours directly or via an agent or other partners in the same geographical region or any area or region selected by The Company at its own discretion.
- 3.4 The Partner will be treated as an independent contractor and there is no form of partnership, joint venture or franchise between the parties. The Partner does not act as an agent, nor is The Partner in any way a legal representative of the Company. Neither party is in an employment relationship with the other.

### 4 Bookings and Rates

- 4.1 The Company is obliged to offer its Products to The Partner at the price per Customer as mentioned in table 1. These prices are valid for Package Tours with a start date on the **1<sup>st</sup> of October 2023 onwards until the 30<sup>th</sup> of September 2024.**

**Table I**

	Public Rates	Agent Rate
<b>2 DAYS - 1 NIGHT "DISCOVERY"</b>		
Accommodation: Private Bungalow*		
2 Days - 1 Night Discovery (2DDIS)	\$220,00	\$187,00
Vintage Ride		\$190,00
Supplement Single		\$50,00
Accommodation: Family Lodge**		
2 Days - 1 Night Discovery (2DDIS)	\$310,00	\$623,50
EXTRAS		
Extra Night BUNGALOW	\$80,00	\$68,00
Extra Night LODGE	\$90,00	\$76,50
<b>3 DAYS - 2 NIGHTS "EXPLORATION"</b>		
Accommodation: Private Bungalow*		
3 Days - 2 Nights Exploration (3DEXP)	\$310,00	\$263,50
Accommodation: Family Lodge**		
3 Days - 2 Nights Exploration (3DEXP)	\$380,00	\$323,00
EXTRAS		
Extra Night BUNGALOW	\$80,00	\$68,00
Extra Night LODGE	\$90,00	\$76,50

\* Communal restrooms / Hot showers

\*\* 4 rooms w/ private restrooms / Hot showers

\*\*\* 1 week only

- 4.2 The Company offers a discount of 50% for children of ages between 5 years and 10 years at the date of their arrival. The company offers a FOC stay for children younger than 5 years of age at the date of their arrival.
- 4.3 The Company will supply a bungalow for each pair of customers. If The Partner books a group exceeding 6 guests, a single supplement of 50 USD will be charged for each bungalow that is booked for a single guest.
- 4.4 The Company is obliged to offer its Products to The Partner at the price per Guide as mentioned in table II

**Table II**

Guide	Per night / per person	\$ 20
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- 4.5 Upon conclusion of the Reservation, the Company is responsible for sending out a valid invoice to The Partner by email.
- 4.6 The Partner is responsible for making the payment within 30 days of receiving the invoice sent by The Company. If The Company does not receive the payment after the term of 30 days, a reminder will be sent. If The Company does not receive the payment within 90 days, a late fee of 10% will be charged to The Partner.
- 4.7 Payments made by The Partner to The Company must be performed by bank transfer and in US Dollars. The account of The Company on to which payments must be made is the following:

Name: BANQUE POUR LE COMMERCE EXTERIEUR LAO PUBLIC  
 SWIFT Code: COEBLALA  
 Account No: 121110100359357001  
 Name: LAO ELEPHANT SANCTUARY CO  
 Details: RUE PANGKHAM, BAN HAIKOK, VIENTIANE, TEL: 55521447

## 5 Intellectual Property

- 5.1 The Partner agrees not to violate any rights of media as owned by The Company provided in the Imagery.
- 5.2 The Partner agrees to use only Imagery and Package Tours descriptions provided by The Company unless a written permission has been given by The Company after reviewing the proposed content.
- 5.3 The Partner cannot sell in the name of The Company or use The Company’s trademarks.
- 5.4 The Partner cannot misrepresent themselves as providing The Company’s services directly.
- 5.5 The Partner is entitled to use the Material that The Company provides to it, included but not limited to banners, flyers, posters, sales folders, brochures etc.
- 5.6 The Partner agrees not to make any changes to any content (for example, data, logos, trademarks, information, graphics, photos, etc.) as contained in The Company’s Material, unless specifically authorised in writing by The Company.

- 5.7 The Partner is entitled to use its own material in order to sell The Company's products, however, The Company is in no way responsible for any costs in relation to this material, nor shall The Company be responsible, in any way, for claims or legal action in relation to misuse or breach of copyrights.

## 6 Representations, Warranties and Indemnification

### **Each party represents and warrants that:**

- 6.1 It has the authority and full power to enter into this Agreement and to execute it. It is not bound to enter into this Agreement by any other agreements, for example by a non-competition agreement.
- 6.2 The Partner represents and warrants that it will make and keep books, records and accounts that, in reasonable detail, would reflect the transactions performed by The Partner under this Agreement. The Partner will allow The Company access to these records as needed.
- 6.3 The Partner agrees that it will under no conditions create special incentives, such as discounts, prizes, vouchers, etc. in order to motivate Customers to book The Company's products, unless The Company provides written consent prior to any initiatives relating to incentives.
- 6.4 The Partner can mark up prices for Customers when activities are added to The Company's products, e.g. as part of a Package Tour.
- 6.5 The Partner verifies that The Customer has valid travel and health insurance that covers the activities offered by The Company during the Package Tours.
- 6.6 The Company excludes all express and implied representations and warranties of the merchantability and/or fitness for a particular purpose of its products.
- 6.7 The Company makes no representation or warranty that the operation of the Partner System shall be carried out without interruption or is error-free. The Company is not responsible for the consequences to The Partner of any interruptions or errors of the Partner System.
- 6.8 Any liability of a party to the other party in relation to a loss under or in connection with The Agreement is limited to the extent that the other party's acts or omissions cause or contribute to that loss.

## 7 Communications

- 7.1 The Partner shall promptly deliver to The Customer, a document detailing the itinerary, contents of The Tour services, prices and other conditions of The Tour, as well as matters concerning the responsibilities of The Partner and The Company with regards to The Tour.
- 7.2 Once The Customer has placed a booking or made an enquiry with The Partner, The Partner is solely responsible for the booking procedure and shall be in direct contact with The Customer for the duration of that procedure.
- 7.3 The Partner will make the reservation through the Partner System.

- 7.4 The Partner will communicate the following information to The Company by email after a reservation request has been filled in through the Partner System:
- Full name of each Customer;
  - Passport number of each Customer;
  - Nationality of each Customer;
  - Date of birth of each Customer;
  - The international border crossing used by each Customer on arrival into Laos;
  - Insurance company details for each Customer;
  - Medical restrictions of Customers;
  - Dietary requirements of Customers;
- 7.5 In cases where The Customer's participation into the Package Tour requires special attention, The Partner shall inform The Company by email before performing a Reservation request through the Partner System.
- 7.6 The Company needs to inform The Partner on whether or not the special attention/requirements can be provided. Expenses incurred as a result of special arrangements made at the request of The Customer, under preceding Paragraph 7.5, shall be communicated by The Company to The Partner before the Reservation is made on the Partner System.
- 7.7 Neither party shall create, distribute or publish Material in relation to the other party beyond the scope of The Agreement.
- 7.8 Neither party shall disclose information to the public regarding the contractual relationship between the parties to This Agreement, except as permitted for in this Agreement.

## 8 Confidentiality

- 8.1 The terms of the present Agreement are confidential.
- 8.2 The Partner System is not intended for the use of the Partner's Customers.
- 8.3 It is prohibited to use the Company's Imagery, Material or the information as contained it's the Company's Site for junk mail, spams, bulk communication, distribution of lists, and chain letters.

## 9 Cancellation

- 9.1 The Company has the right to cancel The Agreement immediately if The Partner does not comply with any of the terms as set out in this Agreement.
- 9.2 The Company has the right to cancel The Reservation in cases where unusual and unforeseen circumstances arise due to reasons beyond our control, including, but not limited to acts of war, civil commotion, suspension and/or closure of Tour Services such as transport and accommodation facilities, exercises and/or orders from government and other public agencies, the need to use transport services not based on our original transport plan, and such circumstances affect the safe and smooth implementation of the Tour. The Company will not charge the price of The Reservation or a part of the price of The Reservation.
- 9.3 The Partner may, at any time, cancel the Package Tour Agreement by paying to The Company the cancellation fee as specified in Schedule I. The Company shall accept and process payment of the cancellation fee by sending out an updated invoice.

**Schedule I**

<b>Classification</b>	<b>Cancellation Fee</b>
(a) In cases where the Agreement is cancelled no earlier than 30 days prior to the starting day of the Tour (except in the following cases from (b) through (d) ).	25% of the total price
(b) In cases where the Agreement is cancelled no earlier than 15 days prior to the starting day of the Tour (except in the following case of (c)).	50% of the total price
(c) In cases where the Agreement is cancelled less than 72 hours before the starting day of the Tour.	100% of the total price

9.4 The Partner may cancel the Tour, in the following instances without having to pay the cancellation fee before the start of the Tour, notwithstanding the provision of preceding Paragraph 9.3.

- (1) In cases where unusual and unforeseen circumstances arise due to reasons beyond their control, including, but not limited to acts of war, civil commotion, suspension and/or orders from government and other public agencies, and other such circumstances that affect the safe and smooth implementation of the Tour, or that have increased the potential of disabling the tour to an extreme extent.
- (2) (2) In cases where The Customer has a medical emergency that deters him/her from participating in the Tour, provided The Customer can present proof from a medical instance.

## 10 Miscellaneous

- 10.1 **Entire Agreement:** This Agreement constitutes the entire understanding between the parties and supersedes all negotiations, oral or written agreements or undertakings between the parties prior to this Agreement. Any amendments or additions to this Agreement should be made in writing and signed by both parties.
- 10.2 **Governing Law and Jurisdiction:** This Agreement is governed by the laws of Lao PDR. The courts of Lao PDR shall have the jurisdiction to hear disputes arising from this Agreement.
- 10.3 **Assignment:** Neither party may transfer any part of this Agreement or any of their rights or obligations under this Agreement without the prior written consent of the other party.
- 10.4 **Notices:** All notices required under this Agreement must be in writing via e-mail, to the other party at the given e-mail address of The Partner as in the Partner System and for The Company, the e-mail address is marketing@elephantconservationcenter.com.
- 10.5 **Waiver of Rights:** The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

Representatives of The Company and the Partner having read and understood the substance of this Agreement hereby sign their names:

Made in \_\_\_\_\_ on the \_\_\_\_/\_\_\_\_/20\_\_\_\_ in 2 copies,

**For The Partner**

**For The Company**



Full Name:

Céline Gibert

Position:

Account Manager

Company:

Elephant Conservation Center

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