

## **GUIDANCE NOTE:**

# **CONSIDERATIONS FOR WRITING TERMS AND CONDITIONS FOR B2B CONTRACTING**

## **Activities & Attractions**

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**Reassure | Attention | Interest | Desire | Action**

## INTRODUCTION

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This guidance note presents a range of suggestions and ideas for you to consider when writing up the terms and conditions (T&Cs) for your business to business (B2B) contracting.

The contractual clauses outlined are suggestions/ideas only and can be edited or amended accordingly by you when contracting.

As contracts can have a significant impact on your business, it is recommended that you validate your own contract terms and conditions with internal teams and external professional supports before signing the dotted line.

## Sample Topics in your Terms & Conditions (T&Cs) Document for Business to Business (B2B) Contracting

1. Rate Basis

2. Optional Extras  
and Services

3. Rate Conditions

4. Special Offers

5. Free Places for  
Groups

6. Children's Policy

7. Meal  
Supplement

8. Close Out Dates

9. Restrictions

10. Cancellation  
Policy

11. Payment Terms



## 1. Rate Basis

### Suggestions / ideas to consider

The rate quoted is net of commission and includes government tax (VAT) at the current rate of \_\_\_\_%.

The Attraction/Activity Provider (name provider) reserves the right to amend these rates in the event of changes to the rate of tax, or the introduction of any new government levy.

The rates quoted are fully inclusive of all taxes. Gratuities are at a client's discretion.

The rate quoted includes **(NB: note product inclusions)**

(e.g.) A 2.5 hour guided tour of XX

Tea/coffee and biscuits included after the two-hour session

XXX memento with XXX certificate provided for all participants.



## 2. Optional Extras and Services

### Suggestions / ideas to consider

In addition to the general attraction/activity participation rate, supplementary services provided by the Attraction/Activity Provider (name provider) are as follows: (try and think of additional upsells that add value to your product. E.G.)

- Meals: remember local foods
- Add on experiences Etc.

The above services

- Are subject to the supplementary charges noted on the rate agreement.
- Must be pre-booked and agreed by special arrangement with the Attraction/Activity provider (name provider) in addition to the general attraction/activity participation rate.



### 3. Rate Conditions

#### Suggestions / ideas to consider

Rates are applicable for global markets only and are not applicable for sale to the domestic Irish market.

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.

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.

**NOTE:** The Attraction/Activity Provider may want to consider offering the full public sell rate on online channels - as opposed to the B2B rate.

Under no circumstances are the rates provided to be sold unpackaged or independently to the consumer directly.

**NOTE:** The Attraction/Activity Provider may want to consider offering the FULL PUBLIC SELL rate on online channels - as opposed to the B2B rate.



## Rate Conditions (Cont.)

### Suggestions / ideas to consider

Rates are intended only for packaging with other elements of travel and must be packaged before onward distribution.

**NOTE:** The Attraction/Activity Provider provider may want to consider offering the FULL PUBLIC SELL rate on online channels- as opposed to the B2B rate.

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.

## 4. Special Offers

### Suggestions / ideas to consider

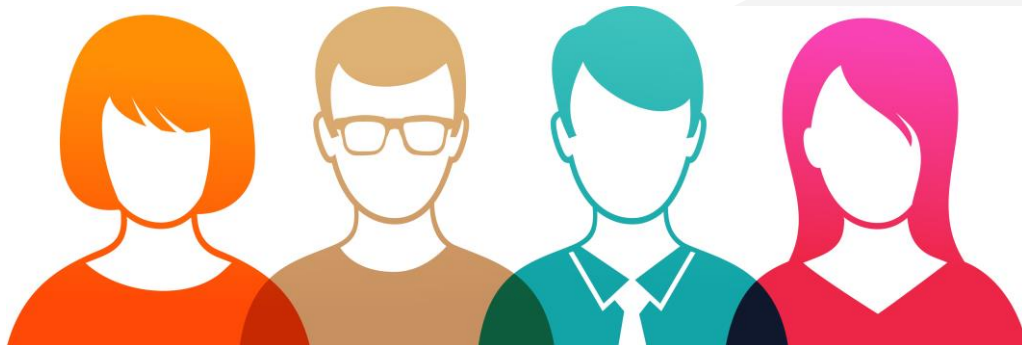
Define low, medium and high season periods and think of ways to drive business during these periods. For example;

- Children XXX 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 this period.

## 5. Free Places for Groups

### Suggestions / ideas to consider

- One/two free place/s permitted per every XXX (e.g. 15/20 etc.) paying guests
- Maximum 2 free places permitted per confirmed group





## 6. Children's Policy

### Suggestions / ideas to consider

- Children aged 4 years and under are free once accompanied by an adult.
- A child aged between 5 years and 12 years or younger receives a 50% discount on the adult rate
- A child of 13 years plus is charged at the same rate as an adult.

## 7. Meal Supplement

### Suggestions / ideas to consider

- The Lunch meal plan included in the rate schedule comprises (e.g.) 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 of set starter, main course, dessert and tea/coffee.
- Sample menu is attached. Please note that this menu is subject to change.

## 8. Close Out Dates

### Suggestions / ideas to consider

The Attraction/Activity Provider is closed for bookings XXXX (insert dates)

(OR)

While the provider is closed for bookings XXXX (insert dates), it will open for group bookings of (e.g. 10) plus people by special request.

## 9. Restrictions

### Suggestions / ideas to consider

#### Example

- To ensure a positive experience for the Operator's clients, bookings for groups of e.g. (5/10/15 etc.) people and more can only be admitted between 8am and 12am Monday-Sunday during the high demand months of (e.g.) July and August.

## 10. Cancellation Policy

### Suggestions / ideas to consider

#### **EXAMPLE - be clear on your terms**

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.

#### Group Cancellation policy

Final group numbers must be confirmed (e.g. 7/14 etc.) days prior to arrival.

A group constitutes (e.g.) 8 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.

#### FIT Cancellation policy

An FIT booking applies to bookings of 1-4 people. All FITs bookings must be prepaid in full.

## 11. Payment Terms

### Suggestions / ideas to consider

#### 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/client on arrival should state clearly the services contracted and chargeable to the Operator.

#### Non-Credit Account Customers

##### Ad Hoc Group Bookings

- (e.g.) 10% booking deposit based on the total value of booking required immediately on confirmation of the reservation in order to secure space.
- Balance of payment (e.g. 90%) 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 (Cont.)

### Suggestions / ideas to consider

#### NOTE: before defining terms, 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.
- Last minute bookings for an Operator without established credit should be **paid in full on the day**.