

# ENTRADA

T R A V E L G R O U P

## WHOLESALE AGENCY AGREEMENT

DATED the \_\_\_\_\_ day of \_\_\_\_\_ 200

BETWEEN:

### Entrada Travel Group

trading as InterCity, GreatSights New Zealand, Grayline New Zealand, Fullers GreatSights Bay of Islands and associated sub brands ("ETG") as **principal**

AND

Legal Name .....

Trading As .....

("agent") as wholesale agent

1. Upon signing of this agreement, from the above date the wholesaler is given access to the nett rates outlined in schedule A ("the rates") with those rates being valid only for travel ticketed within the dates stated on that schedule. The rates in schedule A do not represent all the rates offered by ETG across its full network of services. Any reservations made for sectors or products other than those stated in schedule A will default to and be charged at retail rates. The wholesaler may request rates for additional sectors, used regularly to be added to schedule A prior to bookings.
2. ETG will accept a voucher from the wholesaler, for on charging to the wholesaler for products and services sold by the wholesaler and provided by ETG, provided a prior reservation has been made by the wholesaler for that product or service outlined on the voucher and that reservation was confirmed by ETG and the voucher displays the relevant information as outlined by ETG. Vouchers failing to display the relevant or correct information on the wholesalers voucher may result in non-acceptance of that voucher by ETG. ETG bears no responsibility for costs arising from invalid or incorrect vouchers, or the failure of the wholesaler to make the necessary prior reservation with ETG. Vouchers will NOT be collected by ETG.
3. The wholesaler's authority to use the rates is subject to the following conditions:
  - (a) ETG's trading terms and conditions (terms), of which the wholesaler admits knowledge and as outlined in the current ERG wholesale manual.
  - (b) ETG's current General Conditions of Carriage ("conditions") as outlined in the current wholesale manual or laid down by New Zealand statute;
  - (c) ETG's special provisions (provisions) in regard to individual products or services, as outlined in ETG's current wholesale manual;
  - (d) Ticketed bookings must be recorded in ETG reservation system (via e-mail to the wholesale desk or RESNET), with a Passenger Number Reference (PNR).
  - (e) Any reasonable instructions governing the sale and use of products that may be given in writing by ETG to the wholesaler.
4. Refunds on ETG services and products are not the responsibility of ETG until they have been agreed in writing by ETG.
5. Any credit arrangements entered into are subject to ETG credit criteria and the subsequent approval of such credit by ETG. The agent shall pay invoices in full, in NZ dollars by 20th of the month following date of ticketing of bookings (Note: date of ticketing is the first date of travel on the booking). Any invoices found to be in dispute by the wholesaler must be notified to ETG by the lot of the month following invoice. Upon receipt of information clarifying the dispute, payment must be made immediately or by the due date (20th of month following travel), should a credit arise that credit will be applied accordingly and appear on the following statement. Failure to comply with this clause constitutes a breach of this agreement and may result in the de-activation of the agent's account.
6. ETG agrees to maintain Public Liability Insurances for the valid period of the rates in schedule A.
7. The conditions and/or fare may be changed by ETG, by giving one month notice in writing to the agent.
8. This agreement is terminated by either party's giving one month notice in writing, with or without cause and, by ETG, immediately on its giving notice in writing for:
  - (a) breach of this agreement;
  - (b) insolvency, bankruptcy, liquidation, receivership, composition with creditors
  - (c) ceasing to be in business as an agent for the sale of tickets
  - (d) having sold less than **\$10,000 per annum** in gross sales of tickets in any one year.
9. The agent has authority to represent itself on letterheads, advertising, telephone listings, office signs etc, only as a ticketing agent for the passenger services of ETG. The agent may not pledge the credit of ETG.
10. All tickets and other documents provided by ETG and used in connection with transactions under this agreement remain its property. The agent will be responsible for the safe custody and care of such tickets and documents and liable to ETG for their value or, in the case of tickets, \$100 per ticket.
11. In the event of clause 10 coming into effect, ETG reserves the right to offload existing passengers relative to the agent.
12. Immediately upon termination all unused tickets, documents and other property of ETG and any money owing to ETG under this agreement shall be returned, paid and accounted for by and at the expense of the agent. ETG may enter the agent's premises to take possession of such tickets, documents and property.
13. This agreement is confidential and between the parties to this agreement. Disclosure of its contents to any third parties by the wholesaler will constitute a breach of this agreement and offers the opportunity for the agreement to be cancel without notice.

14. This agreement is subject to New Zealand law and to the (exclusive) jurisdiction of the courts of New Zealand. Any dispute whatsoever arising under this agreement shall be resolved by arbitration in accordance with the Arbitration Act 1996.
15. Each of the parties will give notice to the other of the change or acquisition in/of ownership or legal name or trading name, or any postal or email address, or of any telephone at the earliest possible moment, but in any event within 48 hours of any change or acquisition.
16. Any notice to be served on either of the parties by the other will be sent by prepaid recorded delivery, registered post or email and will be deemed to have been received by the addressee within 72 hours of posting if posed to either of the following addresses, or within 24 hours if sent by email to the correct email address.

Entrada Travel Group  
 P0 Box 26-601 Epsom,  
 AUCKLAND  
 Telephone: (09)-5835700  
 entradatravelgroup.com

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17. The agent agrees to protect and indemnify ETG or any affected third parties for any liability, loss, damage or expenses at all times whatsoever arising:
  - (a) through the agent's breach of this agreement
  - (b) through any conduct by the agent in excess of its authority and
  - (c) from any negligent act or omission and from any willful misconduct and from any misrepresentation of the agent, its officers, agents, employees or subcontractors.

SIGNED BY ENTRADA TRAVEL GROUP

as **Principal** in the presence of:

Witness

Occupation

Address

SIGNED by .....

as **Agent** in the presence of:

Witness

Occupation

Address