



fjordtours

Cooperation agreement Agents - 2019

1.0 Conditions and duration of agreement

This contract is valid between Fjord Tours AS (FT) and the Agent.

Resale from the agent to international digital booking sites, or their travel agencies is not allowed without FT's written consent. Violation will be perceived as a breach of the agreement and lead to its termination.

The agreement presupposes an annual sales volume of minimum NOK 50.000. If this condition is not met in the annual revision, and the agent does not have a realistic plan for reaching this volume, FT reserves the right to terminate the contract.

This agreement will take effect on the date it has been digitally signed and password to the booking system has been received by the agent. The agreement will be running until it is terminated by either party upon one month written notice from the end of each month.

Details in point 2.0 and 3.0 (prices and commission rates) will be revised annually and shared with the agent by the end of every year (with reservations that FT has received prices from its sub suppliers). The details will be given on www.fjordtours.com/agents

2.0 Prices

Please see price list 2019 for Norwegian public selling prices.

Included in the price

- For products subject to VAT, this is included in the price.
- Prices include seat reservations in standard class on trains where seat reservation is mandatory (regional trains and some local trains).
- Comfort carriages and sleeping compartments are optional extras. See price list.
- Seat reservation will be made by the system when booking the tour.

Age limits

- children aged 0 up to 4 years travel free of charge
- children aged 4 up to 16 years are charged child prices
- adult prices also include students and senior citizens

FT reserves the right to adjust the prices within the period of validity if there should be major changes to the rules and/or conditions on the granted prices within our partners; VAT within the service business, abnormal price rise or other unforeseen circumstances.

3.0 Sales commission

- 0 % commission on sales of NOK 0 – 14.999
- 5 % commission on sales of NOK 15.000 – 999.999
- 8 % commission on sales of NOK 1.000.000 – 2.999.000
- 10 % commission on sales of NOK 3.000 000 - and above

Sales are based on “Norwegian Public Selling Prices” including VAT and excluding commission.

Commission is paid on tours only and no commission is given on hotel- or activity bookings. The tours must be booked via the online agent portal www.fjordtours.com/agents operated by Fjord Tours Sales Office.

NOTE! Products booked via www.fjordtours.com are **not** eligible for any sales commission.

4.0 Payment terms & conditions

- Payment by VISA, Master Card or American Express is done directly in our online agent portal www.fjordtours.com/agents
- Payments will be charged to the card when completing the booking.
- Commission based on “Norwegian public selling prices” for sales are deducted from the charge made to the card, depending on commission level.

5.1 Booking of tours

- To book with commission, log in and use the online agent portal at www.fjordtours.com/agents
- Bookings will be confirmed with a booking reference number as soon as the order is paid. This applies for bookings with less than 90 days left before the last date of travelling by train.
- If there are more than 90 days left before the last date of travelling by train, the booking will be updated with new booking confirmation 90 days before departure. These bookings are in put a queue in the system from the date of receipt.
- For change / cancellation of tour bookings see 8.1.

5.2 Booking of hotels / activities

- The Agent can choose and book hotels and activities along with the tour booking
- There are no commission on booking of hotels and activities in the online agent portal For change / cancellation of activity- and accommodation bookings see section 8.2 & 8.3

6.0 Portfolio

The Agent agrees within this contract to sell and market the following products:

- **Norway in a nutshell® (all year)**
- **Sognefjord in a nutshell (all year)**
- **Hardangerfjord in a nutshell (all year)**
- **Sognefjord & Nærøyfjord in a nutshell (summer)**
- **Hardangerfjord in a nutshell & Rosendal (summer)**
- **Pulpit Rock & Norway in a nutshell® (summer)**
- **UNESCO Fjord Bus tour**
- **Sognefjord in a nutshell & UNESCO Fjord Bus tour**
- **Sognefjord & Nærøyfjord in a nutshell & UNESCO Fjord Bus tour**

Fjord Tours owns the rights to the product names mentioned under **Portfolio** in this contract, but Fjord Tours gives the agent permission to use these product names in the sale and marketing of the various roundtrip packages as designed by Fjord Tours.

Hotels and other accommodation on the various round trips may be handled independently, however our product names may not be used in connection with the agent's own tour production/products in the same geographical area.

Free use is granted of the photographic material owned by FT, under the condition that FT and the photographer are always photo-credited.

The misuse of product names and incorrect use of photographic material can result in FT being entitled to terminate the cooperation with immediate effect.

7.0 Tickets

- The official selling price will not be displayed on the tickets
- Tickets will be electronic tickets with receipt
Customer ticket: PDF ticket to be forwarded to your customer
Agent receipt: PDF receipt for internal accounting

8.1 Cancellation/refund/change of tour tickets

- Tours can be changed or cancelled at a fee of **NOK 400** per person until **30 days** before first travel date.
- Tours can be changed or cancelled at a fee of **NOK 600** per person between **30 and 10 days** before first travel date.
- Tours changed or cancelled **later than 10 days** before travel date are **non-refundable**.
- The refund will be credited to the credit card used for the booking.
- For general terms and conditions please see www.fjordtours.com
- Customers should refer to their agents' terms and conditions and relevant regulations in their country of operation.
- Fjord Tours does not offer a cancellation protection, so it is recommended to buy a private travel insurance covering potential cancellation.

8.2 Cancellation/refund/change of activity

- Activities can be changed or cancelled **free of charge** until **14 days** before the activity takes place.
- Activities cancelled or changed **later than 14 days** before the activity takes place are **non-refundable**.
- The refund will be credited to the credit card used for the booking.
- For general terms and conditions please see www.fjordtours.com
- Customers should refer to their agents' terms and conditions and relevant regulations in their country of operation.
- Fjord Tours does not offer a cancellation protection, so it is recommended to buy a private travel insurance covering potential cancellation.

8.3 Cancellation/change of hotel booking

- Hotel bookings made on www.fjordtours.com/agents can be cancelled free of charge until 6 pm the day before the hotel stay.
- Hotel cancellations must be sent to sale@fjordtours.com by e-mail before 6 pm the day before hotel stay.
- Weekends: From Friday 3 pm until Monday 9 am or during Public Holidays the agent is responsible to inform the hotel of cancellation.
- NO SHOW: Invoices sent to Fjord Tours from hotels that experience "no shows" will be forwarded to the travel agent responsible for the hotel booking.

9.0 Liability and force majeure

Liability

Neither party shall be liable to the other party for any incidental, consequential, special or similar damages including any related costs or expenses suffered or incurred by the other party in connection with or related to this agreement, including, without limitation, loss of anticipated profits, business or goodwill, damage to its business reputation or any investments or payments made or incurred in anticipation of or reliance on the continuation of this agreement.

Force majeure

If one of the parties is prevented from fulfilling its obligations under this agreement due to circumstances, including strikes or lock-outs, beyond the control of that party, and which could not be expected that the party would or should foresee and whose consequences the party could have neither reasonably prevented nor overcome, this shall constitute grounds for exemption that entail the postponement of the deadline for performance and for exemption from price reductions and other penalties. As a result, the other party's payment obligations under this agreement shall be suspended for as long as the force majeure situation persists. If one of the parties is in a force majeure situation, it shall inform the other party in writing about the situation as soon as possible. The party shall also send a written notification to the other party when the force majeure situation ends. If performance of the contract is prevented to a significant extent for a longer period than one month because of one of the circumstances, the parties are entitled, without incurring liability in damages, to terminate the agreement, in whole or in part, by giving written notice.

10.0 Settlement of disputes

Disagreements concerning the interpretation and applications of this agreement shall be settled in accordance with Norwegian law. The seat of jurisdiction shall be Bergen, Norway and English will be the language of proceedings.

11.0 Contact information Fjord Tours AS

You will find relevant sales information at www.fjordtours.com/agents

Company name	Fjord Tours AS
Address	Møllendalsveien 1A
Postal Address	5009 Bergen
Country	Norway
Person in charge of bookings	Ms Grete Kvalø
Email	sale@fjordtours.com
Phone	+47 55 55 76 67
Organisation number	931 735 357

The undersigned representing the agent company confirms to know and understand the content of this contract.

Company name
Address
Postal Address
Country
Person in charge of bookings
Email booking confirmations
Phone

Signatures

Agent name:

Date __ / __ 2018

Date 13 / 12 - 2018

Signature

Fjord Tours AS
Kjetil Trædal / Sales manager