



fjordtours

## Cooperation agreement Agents - 2017

### 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 30.000,-. If this condition is not met, 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](http://www.fjordtours.com/agents).

### 2.0 Products and Norwegian public selling prices

Please see price list 2017 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).
- Comfort carriages and sleeping compartments are optional extras. See price list.
- Fjord Tours Sales office will reserve seats before the booking is confirmed with a booking reference number.

#### 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

### 3.0 Sales commission

- 5 % commission on sales of NOK 0 – 500.000,-
- 10 % commission on sales of NOK 500.000,- and above

Sales are based on “Norwegian Public Selling Prices” including VAT, but deducted 5% commission.

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

**NOTE!** Products booked via [www.fjordtours.com](http://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](http://www.fjordtours.com/agents).
- Payments will be charged to the card when completed the booking.
- 5% commission based on “Norwegian public selling prices” for sales of NOK 0-500.000 are deducted from the charge made to the card.
- Additional 5% commission for sales of NOK 500.000 and upwards will be rewarded as a kickback at the end of the year.
- Please notice that additional reservations, e.g. upgrading to NSB Comfort or sleeper, will not be paid any commission.

### 5.0 Booking

- To book with commission, log in and use the online agent portal at [www.fjordtours.com/agents](http://www.fjordtours.com/agents).
- Bookings will be confirmed with a booking reference number **within 3 working days**. This is provided if there are less than 90 days left before the last date of travelling.
- If there are more than 90 days left before the last date of travelling, the booking will be confirmed with a booking reference number 90 days before departure at the earliest - these bookings are in a queue in the system from the date of receipt.
- If you need to change the suggested itinerary when booking the tour, you **need to** write the new itinerary in the customer comment box.
- If you want a **comfort seat**, make a note in the comment box while booking the tour. If available we will send you a link for payment.
- We **can not** change bookings after we have confirmed with the final booking number.

### 6.0 Sales & Marketing

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

- **Norway in a nutshell®**
- **Sognefjord in a nutshell**
- **Hardangerfjord in a nutshell**

Fjord Tours owns the rights to the product names Norway in a nutshell®, Sognefjord in a nutshell and Hardangerfjord in a nutshell in this contract, but gives the agent permission to

use these product names in the sale and marketing of the various round trip 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 must always be 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.
- In our online agent portal you can choose the following for delivery or pick up of tickets:
  - Tickets are to be collected at the NSB railway stations in Oslo, Bergen and Flam based on a reference number. Please note that the booking reference **must** be given to the client.
  - Postal Service to the agent office (tickets **can not** be posted to hotel receptions in Norway)
- Tickets **can not** be replaced. If lost, new tickets have to be bought.

## 8.0 Cancellation/refund/change of tickets

- Fjord Tours will refund 100% of the price of a booking cancelled earlier than 14 days before the first day of travel – except an administration fee of NOK 300 per traveller.
- Tickets cancelled later than 14 days before the first day of travel 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](http://www.fjordtours.com)
- Customers should refer to their agents' terms and conditions and relevant regulations in their country of operation.
- Tickets **can not** be changed after a booking confirmation with booking reference number is confirmed.

## 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 aforementioned 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](http://www.fjordtours.com/agents)

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