



Tour Operator Agreement 2022

We are delighted to invite you to be a none-exclusive tour operator at Chester Zoo.

Company name:

Trading as

if different

Company address:

Postcode:

Company reg. no:

Company VAT no:

Main point of contact:

Job title:

Telephone:

Email:

Green tourism certified? Yes No

Accounts contact:

Invoicing address

if different

Postcode:

Telephone:

Email:

Signature:

confirming you will adhere to our payment terms

Pricing and Payment Terms

2022 Group Prices

	Peak	Off-Peak
Adult	£22.00	£18.00
Child - aged 3-17	£18.00	£14.00
Student	£20.00	£16.00
Infant - aged 2&Under	£0.00	£0.00
Carer	£0.00	£0.00

Payment Periods

Off-Peak - 1st January to 18th February

Peak - 19th February to 30th October

Off Peak - 31st October - 31st December

Payment Types

Before Visit: Payment can be made with the Travel Trade up to 24 hours before your visit in paying by Credit / Debit Card or up to 10 days before your visit if paying by BACs / Cheque.

After Visit: An invoice will be emailed to you by the end of the first week of the month following your visit date and must be paid within 28 working days of being sent.

Special Offers

From time to time Chester Zoo may include a special offer price with a further reduction to the advertised tour operator rate. This special offer price will be subject to a specific booking and an individual quote will be emailed to you. These one off special offer prices in no way impact or influence the advertised tour operator price for any other bookings you may have with Chester Zoo throughout the year.

Additional Extras

Chester Zoo is able to provide additional extras to tour operator bookings including meal, drink or activity options. Requests for these must be made, approved in writing and paid for no less than 4 weeks before the date of your visit and are subject to availability. Chester Zoo will accept no responsibility for any additional extra packages that you advertise that we cannot accommodate unless you have received express written confirmation to say we will provide these services.

Minimum Numbers

The minimum number to qualify for tour operator rates is 15 or more paying guests. Your minimum passenger numbers will be required at least 1 day before your visit (depending on your payment method). This is the minimum amount you will be charged and refunds will not be given if your numbers decrease. Additional tickets can be added after this time as long as capacity limit restrictions will not be breached.

If you are including any additional extras in your package the Travel Trade Officer will discuss minimum and maximum numbers and a separate agreement will be drawn up. Final numbers for any additional extras must be confirmed and paid for 4 weeks in advance of your visit, changes in numbers after this time cannot be accommodated and refunds will not be offered for any reduced numbers.

Agreement

In submitting a Tour Operator Agreement the applicant is agreeing to become a non-exclusive Tour operator authorised in common with the North of England Zoological Society (Chester Zoo) to sell entry tickets for Chester Zoo as part of a package and subject to the Tour Operator Terms & Conditions in this Agreement.

Name:

Signature:

confirming you will adhere to our payment terms

Date:

Terms and Conditions – Last updated November 2020:

Tour Operators (you) have access to book Chester Zoo's discounted tour operator prices, bookable direct with Chester Zoo which is owned and operated by The North of England Zoological Society, a charity registered in England under charity registration number 306077 whose registered office address is Cedar House, Upton by Chester CH2 1LH and these Conditions shall govern all bookings created by you to the exclusion of any other terms that you may seek to impose or incorporate, or which may otherwise be implied by trade, custom, practice or course of dealing. Please read these Conditions carefully before placing a direct booking. By making a direct booking you will be deemed to have accepted and agreed to be bound by these Conditions. If you do not agree to these Conditions, you are unable to book.

In submitting a Tour Operator Agreement you confirm you have read and understood the Terms & Conditions, all of which are subject to amendment from time to time, and acknowledge that these terms and conditions will govern all bookings created by the Tour Operator for the calendar year stated at the top of the agreement.

1. Payment

- 1.1. Payments made in advance of your visit must be made at least 1 working day before your visit date if paying by Credit/Debit card or 10 days in advance if paying by BACs / Cheque. Payments made after the visit has taken place will be invoiced. Invoices will be sent via email by the end of the first full week of the month following your visit and payment is required within 28 days of the invoice being sent.
- 1.2. Special Offers are only applicable if you pay a minimum non-refundable deposit payment of 15 adults at the special offer rate. You may add as many other guests as you like to your booking closer to the time but a minimum of 15 is required to confirm the booking and price.

2. Booking and cancellation policy

- 2.1. A call or email to Chester Zoo to register your intent to visit does not equal a provisional booking. A provisional booking will only be deemed to have been made if Chester Zoo sends you a provisional booking letter. A booking will only become confirmed when part or full payment is made.
- 2.2. In the event of limited capacity at the Zoo tour operators with provisional booking letters will be given priority to those without one, even if interest in the date was expressed after.
- 2.3. You have the right to withdraw any provisional booking made with Chester Zoo up to 4 weeks before your visit date. If a provisional booking is withdrawn less than 4 weeks before the visit date you may be liable to the minimum payment of 15 adults at the rate applicable to the proposed visit date. This is at Chester Zoo's discretion and will only be in cases where we have had to turn down other business due to your provisional booking.
- 2.4. Any deposit paid in relation to a special offer will not be refunded and is not transferable to another date if you choose to cancel or postpone.
- 2.5. Any additional extras must be paid 4 weeks in advance, cancellation after that date will result in full payment for those elements being due for payment. Cancellation before 4 weeks of your visit date will not result in payment of these items.
- 2.6. Chester Zoo can cancel the booking without obligation to the Tour Operator if:
 - (a) Any part of the Zoo is closed due to fire, flood, accident, act of war, industrial dispute, act of God, pandemic, essential maintenance work by order of any public authority, or otherwise through any reason beyond Chester Zoo's control.
 - (b) The Client fails to make the required deposit or final payment on the due date.
 - (c) The Client is more than 30 days in arrears with any payment to Chester Zoo.
 - (d) The Client becomes insolvent or enters into liquidation or receivership.
 - (e) Chester Zoo deems the booking might prejudice its reputation.
 - (f) Any element of your agreed package can be cancelled without prior warning if animal welfare will be compromised in anyway. Chester Zoo will work to provide an alternative option.

3. Confidentiality

3.1. The Tour Operator undertakes to keep the terms of trading with Chester Zoo including any discounted rates, strictly confidential and will not disclose them to any third party without the permission of Chester Zoo or unless obliged to do so by law.

4. Security, health and safety and animal wellbeing

4.1. Chester Zoo does not accept any responsibility for any loss (including theft) of any property or any damage sustained by or to such persons or property except where the same is proven to have arisen out of Chester Zoo's servant's or agent's negligence. You are advised to take out insurance in respect of any such losses.

4.2. Our staff expects to be treated with courtesy and respect at all times. Any individual engaging in intimidating or offensive behaviour which impacts on staff and other guests will be asked to leave the Site.

4.3. The wellbeing of Chester Zoo's animal and plant collection is our absolute priority. Any individuals partaking in activities that could negatively impact on our animal and plant collection or undermine our values as a conservation organisation could lead to immediate removal of individuals from site or in the case of criminal behaviour legal prosecution. We will not provide any compensation to you or your guests if they are asked to leave site due to their behaviour.

5. Chester Zoo ethical policies

As a conservation organisation Chester Zoo reserves the right to refuse to host group visits for organisations or individuals that participate in or promote activities that have negative environmental impact. Such negative activities could include manufacture or sale of goods containing unsustainable palm oil, participation in or the support of the illegal wildlife trade, and activities that have a widespread negative impact on UK wildlife populations. This list is not exhaustive and will be considered on a case by case basis.

6. Promotion of your visit

6.1. You are able to use images, text and links from the Chester Zoo website

(www.chesterzoo.org) to promote your visit to Chester Zoo. You may not use any images or the Chester Zoo logo for any other purpose than this and you are not able to suggest or imply an affiliation or partnership with us and our brand without our express written consent.

6.2. You must not use our website or any of our content:

- (a) for any fraudulent or unlawful purpose;
- (b) to defame, abuse, harass, stalk, threaten or otherwise violate the rights of others, including without limitation others' privacy rights or rights of publicity;
- (c) to impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the website; or express or imply that we endorse any statement you make;
- (d) to interfere with or disrupt the operation of the website or the servers or networks used to make the website available; or violate any requirements, procedures, policies or regulations of such networks;
- (e) to transmit or otherwise make available in connection with the website any virus, worm, Trojan horse or other computer code that is harmful or invasive or may or is intended to damage the operation of, or to monitor the use of, any hardware, software, or equipment;
- (f) to modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the website. If you wish to reverse engineer any part of the website to create an interoperable program you must contact us and we may provide interface data subject to verification of your identity and other information;
- (g) to remove any copyright, trade mark or other proprietary rights notice from the website or materials originating from the website;
- (h) to frame or mirror any part of the website without our express prior written consent;
- (i) to create a database by systematically downloading and storing website content;

(j) to use any manual or automatic device in any way to gather website content or reproduce or circumvent the navigational structure or presentation of the website without our express prior written consent. Notwithstanding the foregoing, we grant the operators of public online search engines limited permission to use search retrieval applications to reproduce materials from the website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of such materials solely in connection with each operator's public online search service

6.3. We will use reasonable efforts to ensure that the website is available at all times. However, we cannot guarantee that the website or any individual function or feature of the website will always be available and/or error free. In particular, the website may be unavailable during periods when we are implementing upgrades to or carrying out essential maintenance on the website.

6.4. The intellectual property rights in the website and all of the text, pictures, videos and other content made available on it are owned by us and our licensors. You may not print or otherwise make copies of any such content without our express prior permission. We are the proprietor of the "Chester Zoo" trade mark in the United Kingdom and other countries. All other trade marks, product names and company names or logos used in the website are our property or that of their respective owners. No permission is given by us in respect of the use of any such trade marks, get-up, product names, company names, logos or titles and such use may constitute an infringement of the holder's rights.

7. Links to other websites

Certain links, including hypertext links, in our website will take you outside our website. Links are provided for your convenience and inclusion of any link does not imply endorsement or approval by us of the linked website, its operator or its content. We are not responsible for the content of any website outside our website. Your use of third party websites and resources is at your own risk.

8. Privacy Policy and GDPR

8.1. Chester Zoo's privacy policy can be found at www.chesterzoo.org and details the ways that we will store and use your data and your rights in accordance with the General Data Protection Regulations.

8.2. Any permission required under GDPR regulations relating to filming and photography during your visit at Chester Zoo will be the responsibility of the client and not Chester Zoo

9. Invalidity

9.1. These Conditions are in conjunction with the Chester Zoo's general terms and conditions.

9.2. If any part of these Conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these Conditions will not be affected.

10. Third party rights

Except for our affiliates, directors, employees or representatives, a person who is not a party to this agreement has no right under the United Kingdom Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

11. Governing law

These Conditions will be governed by and construed in accordance with the laws of England, and the courts of England will have non-exclusive jurisdiction over any claim or dispute arising under or in connection with these Conditions.

Application of these Conditions

Chester Zoo may make changes to these Conditions from time to time and may notify you of such changes by any reasonable means, including by posting the revised version of these Conditions on our website (www.chesterzoo.org). The date of last revision can be determined by referring to the 'LAST UPDATED' statement above.

I agree to the Terms & Conditions for Tour Operators visiting Chester Zoo:

Signature:

Date:

Name:

Job title: