



Tourism Partner Agreement 2022

Company name:

Trading as

if different

Company address:

Postcode:

Company reg. no:

Company VAT no:

Main point of contact:

Job title:

Telephone:

Email:

Email Login for portal

Green tourism certified? Yes No

Accounts contact:

Invoicing address

if different

Postcode:

Telephone:

Email:

Method of payment

Terms are 28 days from invoice date. Payments by cheque cannot be accepted.

PURCHASE ORDER NUMBER

Credit amount required

essential to application credit check

Signature:

confirming you will adhere to our payment terms

Pricing and payment terms

2022 Tourism Partner Ticket Price

Our Tourism Partner prices are set at 30% of our standard ticket prices. To qualify for this special rate you agree to sell at least 500 tickets per calendar year on behalf of Chester Zoo.

Trade Prices

| <u>One-Day</u> | Off-Peak | Peak |
|----------------|-----------------|-------------|
| Adult | £19.60 | £22.40 |
| Child | £14.70 | £17.50 |
| Student | £18.20 | £21.00 |

| <u>Two-Day</u> | Off-Peak | Peak |
|----------------|-----------------|-------------|
| Adult | £29.40 | £33.60 |
| Child | £22.05 | £26.25 |
| Student | £27.30 | £31.50 |

Retail Prices

| <u>One-Day</u> | Off-Peak | Peak |
|----------------|-----------------|-------------|
| Adult | £29.00 | £33.00 |
| Child | £22.00 | £26.00 |
| Student | £27.00 | £31.00 |

| <u>Two-Day</u> | Off-Peak | Peak |
|----------------|-----------------|-------------|
| Adult | £42.00 | £48.00 |
| Child | £31.50 | £37.50 |
| Student | £39.00 | £45.00 |

Payment Periods

1st January to 18th February - OFF-PEAK
19th February to 30th October - PEAK
31st October to 31st December - OFF-PEAK

You must not sell unpackaged tickets to your guests for less than the recommended retail price listed above and two day tickets are only available to sell as part of a package.

By signing up to become a Chester Zoo Ticket Agent you agree to our payment terms of 28 days from receipt of invoice.

By applying to be a Tourism Partner for Chester Zoo you agree to sell a minimum of 500 tickets per calendar year (on a pro-rata basis in the event that the application is submitted later than January or for unforeseen Zoo closures). You will not be responsible for unsold tickets if you do not sell the minimum requirement.

Application

In submitting a Tourism Partner Application the applicant is applying to become a non-exclusive sales agent authorised in common with the North of England Zoological Society (Chester Zoo) to sell entry tickets for Chester Zoo on and subject to the Tourism Partner Terms & Conditions in this Application and included on the Ticket Agent pages of the Chester Zoo website at **www.chesterzoo.org/footer/terms-and-conditions/ticket-agents** and these Conditions will govern all bookings created by the Tourism Partner for the calendar year stated at the top of this agreement.

The applicant is responsible for ensuring the accuracy of the information it provides on the Tourism Partner Application. Appointment as a Tourism Partner is personal to the applicant who may not assign or transfer or sub-contract any of its rights, benefits or obligations without the prior written consent of Chester Zoo.

Chester Zoo may in its sole discretion decide whether or not to accept any Tourism Partner Application and shall not be obliged to provide reasons where it rejects an application. The appointment of a Tourism Partner will only take effect once a Tourism Partner Application has been approved by Chester Zoo and confirmed in writing to the Tourism Partner.

In submitting a Tourism Partner Application the applicant consents to Chester Zoo consulting Companies House to verify information relating to corporate applicants and/or credit reference agencies to verify the identity of individual applicants. Credit reference agencies may keep a record of the information provided to them. Applicants may contact Chester Zoo if they have any concerns about Chester Zoo carrying out a search or for details of the credit agency used.

Please return this form for the attention of the Travel Trade Officer -
email: groups@chesterzoo.org

Name:

Signature

confirming you will adhere to our payment terms

Date:

Terms and Conditions – Last updated November 2020:

Tourism Partners (you) may use Chester Zoo's online booking system via **www.chesterzoo.org** (website), 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 (Chester Zoo or We), to book entry tickets for Chester Zoo 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 using the website as, by using the website, you will be deemed to have accepted and agreed to be bound by these Conditions. If you do not agree to these Conditions, do not use the website.

1. Ticket Prices / Commission

- 1.1. The discounted rate applicable to tickets sold to Tourism Partners will be set by Chester Zoo and detailed on the Ticket Agent pages of the website. Chester Zoo reserves the right to change the discounted rate at any time in any given year.
- 1.2. Chester Zoo reserves the right to reduce its main ticket price below the discounted rate at any time in any given year.
- 1.3. You are at liberty to choose the price you charge those buying online unpackaged tickets for Chester Zoo provided that such price is not less than our standard on line admission prices or more than the full price rate advertised by Chester Zoo at the time the tickets are sold.
- 1.4. Two day tickets must be sold as part of a package created by you, the rate included within this contract must not be advertised.
- 1.5. Tourism Partner tickets cannot be used in conjunction with any other offer relating to entry to Chester Zoo and only cover entry to Chester Zoo.

2. Bookings

- 2.1. Chester Zoo's acceptance of an order for tickets placed through the website creates a binding contract between the Tourism Partner and Chester Zoo. Chester Zoo reserves the right to refuse any order for tickets placed by you at its sole discretion.
- 2.2. On acceptance of a booking you will be issued with a Chester Zoo ticket confirmation containing details of the booking together with a unique booking reference and barcode which should be passed on to your customer to enable them to gain entry to Chester Zoo subject to any rules or restrictions on admission advertised by Chester Zoo. All visitors must present a ticket confirmation with a barcode. The visitor must present a ticket within the date range they are visiting. Failure to do so will result in the visitor being charged full admission price and you undertake to indemnify and keep Chester Zoo indemnified against any failure by you to provide your customer with the ticket confirmation.

3. Invoicing and payment

- 3.1. It is your responsibility to ensure that you take payment in full from your customer prior to submitting a booking and book the correct tickets as bookings cannot normally be cancelled or amended following acceptance.
- 3.2. You will become liable to pay for tickets purchased via the website on submission of your booking via the website however payment for tickets purchased through the website will not be taken at the point of purchase unless the booking would exceed any credit limit set by Chester Zoo.
- 3.3. Chester Zoo will submit an invoice by email to you on or around the first week of each month in respect of all bookings made during the preceding calendar month.
- 3.4. Invoices will be due for payment in full in cleared funds within 28 days of the date of the invoice. We shall be entitled to charge interest on any invoices which are not paid by their respective due date at the higher rate of 4% per annum above the Bank of England's base rate or the rate applicable under the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment.
- 3.5. If you dispute any invoice or other statement of monies due, you shall immediately notify Chester Zoo in writing and the parties shall negotiate in good faith to attempt to resolve the dispute promptly and Chester Zoo shall provide all such evidence as may be reasonably necessary to verify the disputed invoice or request for payment. Where only part of an invoice is disputed, the undisputed amount shall be paid on the due date.
- 3.6. All payments payable to Chester Zoo under these Conditions shall become due immediately on termination of the Tourism Partner's appointment without prejudice to any right to claim for interest under the law or these Conditions.
- 3.7. Chester Zoo does not accept payments by cheque from Tourism Partners.

4. Confidentiality

- 4.1. The Tourism Partner undertakes to keep the terms of trading with Chester Zoo including 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.

5. Termination of appointment

- 5.1. The appointment of a Tourism Partner may be terminated by either Chester Zoo or the Tourism Partner by giving one calendar month's written notice to the other.
- 5.2. The appointment of a Tourism Partner may be terminated with immediate effect by Chester Zoo giving notice in writing to the Tourism Partner if:
 - 5.2.1. the Tourism Partner books less than 500 tickets over the course of a calendar year;
 - 5.2.2. the Tourism Partner fails to pay any undisputed amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
 - 5.2.3. there is a change of control of the Tourism Partner (within the meaning of section 1124 of the Corporation Tax Act 2010).
- 5.3. The appointment of a Tourism Partner may be withdrawn with immediate effect by either Chester Zoo or the Tourism Partner giving written notice to the other if either party:
 - 5.3.1. commits a material breach of its obligations under this agreement and (if such breach is remediable) fails to remedy that breach within a period of 28 days after receipt of notice in writing requiring it to do so or the other party commits a series of persistent minor breaches which when taken together amount to a material breach;
 - 5.3.2. ceases, or threatens to cease, to carry on all or substantially the whole of its business; or suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party or a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or an application is made to court, or any action is taken or a party would be entitled to take any action in relation to the appointment of an administrator, administrative receiver or receiver; or any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this clause.
- 5.4. Termination of the appointment shall not prejudice any of the parties' rights and remedies which have accrued as at termination.

6. Access to Website

- 6.1. You are responsible for all access to the website using your log in details, even if the access is by another person. Your permission to use the website is personal to you and non-transferable. You must maintain the security of your log on details and only allow your authorised employees to access the website.
- 6.2. We reserve the right to remove your access to the website if payment is not received within 28 days of receipt of invoice.
- 6.3. Any outstanding balance with an associated trading name will also need to be paid in full before a new company name can be set up.
- 6.4. We reserve the right to restrict your access to the website or part of it. Access to restricted areas of the website may be subject to registration and other conditions. If we grant you permission to access a restricted area, we may withdraw that permission at any time (including where you breach any of these Conditions).

- 6.5. We reserve the right in our sole discretion to deny users access to the website or any part of the website without notice and to decline to provide the service to any user that is in breach of these Conditions.
- 6.6. Your use of the website is conditional on your compliance with the rules of conduct set forth in these Conditions and you agree that you will not:
 - 6.6.1. use the website for any fraudulent or unlawful purpose;
 - 6.6.2. use the website to defame, abuse, harass, stalk, threaten or otherwise violate the rights of others, including without limitation others' privacy rights or rights of publicity;
 - 6.6.3. 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;
 - 6.6.4. 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;
 - 6.6.5. 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;
 - 6.6.6. reproduce, duplicate, copy, sell, resell, or otherwise exploit for any commercial purposes, any portion of, use of, or access to the website;
 - 6.6.7. 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;
 - 6.6.8. remove any copyright, trade mark or other proprietary rights notice from the website or materials originating from the website;
 - 6.6.9. frame or mirror any part of the website without our express prior written consent;
 - 6.6.10. create a database by systematically downloading and storing website content;
 - 6.6.11. 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 and you agree to indemnify and hold Chester Zoo harmless from any claim, action, demand, loss or damages incurred by Chester Zoo or its affiliates arising out of, or relating to your conduct or breach of these Conditions. We reserve the right to revoke these exceptions either generally or in specific instances.
- 6.7. 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.
- 6.8. 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.
- 6.9. We are the proprietor of the "Chester Zoo" trade mark in the United Kingdom and other countries. All other trademarks, 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 trademarks, get-up, product names, company names, logos or titles and such use may constitute an infringement of the holder's rights.

7. Web content and accuracy

- 7.1. We exercise reasonable care in compiling our website and use reasonable efforts to make our website available to you at all times.
- 7.2. We provide the website on an 'as is' basis and make no representations as to the quality, completeness or accuracy of any content made available on the website or that access to the website will be uninterrupted, reliable or fault free. Please notify us immediately if you believe any information on the website to be inaccurate.
- 7.3. To the maximum extent permitted by law, we expressly exclude:
 - 7.3.1. all conditions, warranties and other terms that might otherwise be implied by law into these Conditions;
 - 7.3.2. any and all liability to you, whether arising under these Conditions or otherwise in connection with your use of the website.
- 7.4. The foregoing is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties. Notwithstanding the foregoing, nothing in these Conditions is intended to exclude or limit any liability that may not by law be excluded or limited, and in particular none of the exclusions and limitations in this clause are intended to limit any rights you may have as a consumer under local law or other statutory rights which may not be excluded, nor in any way to exclude or limit Chester Zoo's liability to you for death or personal injury resulting from our negligence or that of our employees or agents.

8. Collection & use of data

- 8.1. We may collect and use information about you in accordance with our privacy policy which will always fall in line with current legislation. You can view a copy of this policy by clicking here www.chesterzoo.org/footer/privacy-policy

9. Links to other sites

- 9.1. 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.

10. Security, health and safety and animal wellbeing

- 10.1. 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.
- 10.2. 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.
- 10.3. 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.

11. Events beyond our control

- 11.1. We shall have no liability to you or your customers for any failure or delay that is caused by any event or circumstance beyond our reasonable control including, without limitation, animal disease, strikes, lock-outs and other industrial disputes, pandemic, breakdown of systems or network access, flood, fire, explosion or accident.

12. Notices

12.1. Unless otherwise expressly stated in these Conditions, all notices from you to us must be in writing and sent to our contact address at Chester Zoo, Upton by Chester, Chester CH2 1LH and all notices from us to you will be in writing or displayed on our website from time to time.

13. Invalidity

13.1. 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.

14. Third party rights

14.1. 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.

15. Governing law

15.1. 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 the website. The date of last revision can be determined by referring to the 'LAST UPDATED' statement above. Use of the website following changes to these Conditions will constitute acceptance of those changes.

I agree to the Terms & Conditions for Chester Zoo's Tourism Partner scheme:

Signature:

Date:

Name:

Job title:

For Chester Zoo use only

| | | |
|------------------------|----------|----------|
| Credit Check Completed | Yes | No |
| Credit Check Status | Approved | Declined |
| Authorised Credit | | |

Signature & Date