

i-SITE New Zealand Terms of Trade Agreement, dated 2008

PARTIES

- The **Visitor Information Network Incorporated** (“i-SITE New Zealand”) of Christchurch acting for and on behalf of the i-SITE Centres; [Listed in Schedule One of this Agreement]
- [Supplier name and address] (“you”)

BACKGROUND

- By providing full details of your Product on the National Database, you permit i-SITE Centres to sell your Product to visitors according to the terms and conditions in this agreement.
- While this agreement is between you and i-SITE New Zealand, i-SITE Centres will promote and sell your Product, and you will engage with i-SITE Centres on a day to day basis.
- This agreement starts on the date of accepting this agreement.

DEFINITIONS

Advertised Price	is the market price(s) (including GST) for the Product(s) and indicated by you on the National Database and the price charged and received by the i-SITE Centre for the Product which includes the Commission Rate.
Commission	is the commission you pay the i-SITE Centre for selling your Product.
Commission Rate	the Commission Rate will be a minimum of 10% of the Advertised Price. You may elect to pay a higher Commission Rate to individual i-SITE Centres upon the parties' agreement.
Force Majeure	means in relation to any of the Parties circumstances beyond their reasonable control (including without limitation any strike, lock out or other form of industrial action) as referred to in clause 7.
i-SITE Centre	is part of a network of visitor centres nationwide who promote and sell Product to Visitors under the brand i-SITE New Zealand. All i-SITE Centres are members of i-SITE New Zealand and a full list is attached to this agreement.
National Database	is a database of tourism Product Data sourced from suppliers all over New Zealand which is regularly updated and reviewed.
Net Price	means the Advertised Price less the Commission Rate.
Product(s)	includes accommodation, activities, attractions, transport or other commissionable tourism product(s) offered by you with Product Data in the National Database.
Product Data	means data pertaining to your Product including your supplier details, rack rates, cancellation policy(s) and the Advertised Price
Visitor	means a person who books the Product through an i-SITE Centre.

1.0 REPRESENTATIONS AND WARRANTIES

- 1.1 You represent and warrant that:
- a) You are the owner, or, are legally authorised to act on behalf of the owner of the Product;
 - b) The Product Data and the Product complies with all applicable laws, statutes, ordinances and regulations.

2.0 INDEMNITIES AND RELEASES

- 2.1 You will indemnify and hold harmless i-SITE New Zealand and the i-SITE Centres from and against any claims, demands, losses, liability actions, lawsuit damages and expenses, including solicitor fees and court costs to the extent such claims, demands, losses, lawsuit damages and expenses result from any act or omission in connection with your Product(s) and/or obligations under this Agreement.