



ADS Tour Supply Agreement

DATE AGREEMENT made this day of

BETWEEN ("CTA Name")
Address

AND ("ITO Name")
Address

Preamble

- A. This agreement has been developed pursuant to the Government to Government Agreement between the Government of New Zealand and the Government of the People's Republic of China entered into by an exchange of letters dated 4 May 1999.
- B. "CTA Name" requests that "ITO Name" supply Products and Services for ADS tours.
- C. "ITO Name" offers to supply Products and Services to "CTA Name" for ADS tours.
- D. The parties agree to the supply of the Products and Services on the following terms and conditions:

1. Definitions and Interpretations

In this Agreement, unless the context otherwise requires:

"ADS approved ITO" means an ITO which holds ADS approved status under the China ADS system.

"ADS tour" means an inbound tour group of Chinese visitors who hold ADS visas authorising their entry to New Zealand.

"ADS visa" means a visa authorising entry into New Zealand by a Chinese visitor which has been issued by INZ under the China ADS system.

"Agreement" means this Agreement and includes all Schedules and Appendices attached to it or incorporated in it by reference;

"China ADS system" or "ADS system" means the China Approved Destination Status system established pursuant to the Government to Government Agreement.

"Chinese travel agent/wholesaler" or "CTA" means an international travel agent or wholesaler in China which has been authorised by CNTA under the Government to Government Agreement.

“Chinese visitor”, or “visitor”, means a Chinese national who comes to New Zealand as part of an inbound tour group under an ADS visa issued pursuant to the China ADS system.

“Documentation” means any written documentation (including those in electronic form on any media), associated with an ADS tour.

“Effective Date” means the date this Agreement comes into force being the date on which it is signed by both parties.

“Government to Government Agreement” means the agreement between the Government of New Zealand and the Government of the People’s Republic of China entered into by an exchange of letters dated 4 May 1999 and includes:

- (a) all amendments to that agreement before and after the effective date of this Code; and
- (b) any agreement entered into by those governments which supersedes or replaces that agreement.

“TTO” means a person who, or a company which, carries on business conducting and administering inbound tours in New Zealand.

“Itinerary” means an itinerary for an inbound tour in New Zealand.

“New Zealand ground components” means transport, accommodation, meals, activities and attractions in New Zealand.

“New Zealand ground component supplier” means a person who or which, provides a New Zealand ground component for an ADS tour.

“Products and Services” means any of the products and services supplied during an ADS tour pursuant to this Agreement;

“TNZ” means the New Zealand Tourism Board; a Crown entity established under the New Zealand Tourism Board Act 1991 and trading as Tourism New Zealand.

“Tour fee”, in relation to an ADS tour, means the total amount to be paid by or on behalf of the Chinese travel agent/wholesaler to the New Zealand ADS Tour Operator for the tour services included in the itinerary.

1.2 For the purposes of interpretation and construction of this Agreement:

1.2.1 Words importing one gender include the others;

1.2.2 Words importing the singular or plural number include the plural and singular number respectively;

1.2.3 References to Sections, Clauses, and Schedules are references to sections, clauses and schedules in this Agreement;

1.2.4 Headings and marginal notes are inserted for the sake of convenience of reference only and do not affect the interpretation of this Agreement;

2. Scope

“ITO Name” agrees to supply Products and Services for ADS tours and “CTA Name” agrees to purchase these on the terms and conditions of this Agreement.

2.1 Change Order Procedure

“CTA Name” may change, alter or amend its order for Products and Services by written amending order at any time up to ten (10) calendar days prior to the arrival in New Zealand of the ADS tour group. All such changed orders are subject to acceptance by “ITO Name”, such acceptance is not to be unreasonably withheld.

Any change order made by “CTA name” within ten calendar (10) days prior to the arrival in New Zealand of the ADS tour group that attracts a request from a New Zealand ground component supplier(s) for the payment of late cancellation or change fee will be paid for by “CTA name”.

3. Charges and Payments

3.1 Price

The amount payable for the supply of the Products and Services will vary based on the size and requirements of each ADS group.

3.2 Payment

“ITO Name” shall invoice “CTA Name” for the Products and Services supplied in connection with ADS tours and payment for these Products and Services will become due on the 10th calendar day of the month following the date of departure from New Zealand of the ADS tour group.

3.3 Method of Payment

The tour fee shall be paid by “CTA Name” to “ITO Name” by way of:

- Telegraphic Transfer, or
- Bank Draft, or
- Credit Card.
- Other _____ (Please state)
- Other _____ (Please state)
- Other _____ (Please state)

3.4 Currency

The currency applicable to the payment the tour fees shall be either:

- New Zealand Dollar, or
- US Dollar.

3.5 Exchange Rate

The exchange rate for deliveries is set by TNZ to the average exchange rate for previous 3-month period.

Exchange rate fluctuations between the NZD and USD will be checked and updated quarterly by TNZ.

TNZ will draw exchange rate data from the Reserve Bank of New Zealand website (ref: www.rbnz.govt.nz).

TNZ will publish exchange rate information on the China Monitoring Unit – “Exchange Rate” webpage (http://www.tourismnewzealand.com/tourism_info/industry-resources/ads-strategy/ads-strategy_home.cfm).

4. Delivery

4.1 “ITO Name” will deliver all Products and Services on the dates agreed.

4.2 “ITO Name” will deliver the Products and Services to the satisfaction of “CTA Name” and in accordance with the TNZ ADS Code of Conduct.

4.3 Failure to deliver

If “ITO Name” fails to deliver the agreed Goods and Services to the required standard in accordance with the TNZ ADS Code of Conduct, “CTA Name” may seek to terminate this Agreement via consultation with TNZ in accordance with Clause 13.2.

5. Products and Services

“ITO Name” will provide “CTA Name” with the Products and Services in accordance with the agreed upon ADS tour group itinerary. Any further Products and Services required by “CTA Name” will be an additional charge to be agreed with “ITO Name”.

6. Cancellation

In the event that an ADS tour is cancelled “CTA Name” must advise “ITO name” of the reason for the cancellation immediately.

6.1 New Zealand Ground Component bookings – late cancellation fees

Where a late cancellation fee(s) has been incurred due to the cancellation of a New Zealand ground component booking(s) as the result of a change order request (ref: section 2.1) made by “CTA name”, “CTA name” will pay the full amount owing.

Payment from “CTA name” to “ITO name” for the late cancellation fee(s) will be due within 30 days following receipt of the invoice by “ITO name”.

Where late a cancellation fee(s) has been incurred due to the mishandling of the administration or conduct of an ADS tour by “ITO name”, “ITO name” will pay the full amount owing.

7. Complaints

In the event that a complaint is received in connection with an ADS tour, "CTA name" and "ITO name" name will immediately seek to address and remedy the complainant's concerns. "CTA name" and "ITO name" will take all steps necessary to resolve the complaint to the satisfaction of the complainant within 30 days of receiving the complaint.

7.1 Complaints received by "CTA name"

"ITO name" shall pass all complaints received during or after an ADS tour to the "CTA name" as soon as possible after receipt of the complaint, to enable "CTA name" to take appropriate action.

7.2 Complaints received by "ITO name"

"CTA name" shall pass all complaints received during or after an ADS tour to the "ITO name" as soon as possible after receipt of the complaint, to enable "ITO name" to take appropriate action.

8. Documentation

"ITO Name" will provide "CTA Name" with the following documentation for each and every ADS tour:

- An English language version of the agreed upon ADS tour itinerary.
- A letter on official company letter and signed by someone of authority within "ITO name" confirming their responsibility for conducting and administering the ADS tour.
- A written quote providing a breakdown of all costs associated with administering and conducting the ADS tour.
- An invoice confirming the amount to be paid by "CTA name" to "ITO name" for administering and conducting the ADS tour.
- A receipt confirming payment received by "ITO Name" from "CTA Name" for the ADS tour.
- Written advice seeking "CTA name's" consent to any proposed changes to the tour.

"CTA Name" will provide "ITO Name" with the following documentation:

- A name list which includes the full names of the visitors participating in the ADS tour.
- Written statement confirming the amount to be paid to "ITO Name" for the ADS tour.
- Written advice seeking "ITO name's" consent to any proposed changes to the tour.

"CTA Name" will also provide each member of the ADS tour group with a Chinese language version of the itinerary supplied by "ITO Name". This itinerary will be provided to each member of the ADS tour party prior to their departure from China.

9. Itinerary

The itinerary submitted by "ITO name" to "CTA name" will be prepared by "ITO name" in compliance with section 11.8 and schedule 4 of the ADS Code of Conduct.

This itinerary will be submitted to Immigration New Zealand by “CTA name” with the ADS visa application.

The itinerary provided by “CTA name” to the Chinese visitors shall be same as that submitted to Immigration New Zealand with the ADS visa application. “CTA name” will supply a Chinese language version of this itinerary to each member of the ADS tour group prior to the commencement of the tour.

10. Termination

10.1 Immediate Termination

Either party may terminate this Agreement forthwith if the other party: enters into a composition with its creditors, is declared bankrupt, goes into liquidation, or a receiver, or a receiver and manager, or statutory receiver is appointed in respect of it.

10.2 Termination by Either Party on Notice – Default on Performance

If one party defaults in the performance of any of its obligations under this Agreement and:

10.2.1 the default is capable of being remedied, and, within thirty (30) days of notice by the non-defaulting party specifying the default, is not remedied; or

10.2.2 the default is not capable of being remedied, and, within thirty (30) days of notice by the non-defaulting party specifying the default, the defaulting party has not used its best endeavours to reinstate the positions of the parties as far as is possible and given an undertaking to use its best endeavours to prevent a recurrence of the default,

having first sought and received the consent of TNZ, the non-defaulting party may then terminate, or temporarily suspend the operation of, this Agreement.

10.3 Termination by Either Party on Notice

Should either party decide to terminate the business relationship with the other for whatever reason, “ITO Name” or “CTA Name” may terminate this agreement within thirty (30) days of notice. Any outstanding monies owed by either party must be paid in full to the other within thirty (30) days of notice.

“ITO Name” and “CTA Name” are required to advise TNZ of the date that the termination of the business relationship between the two parties takes effect.

11. Force Majeure

11.1 Neither party will be liable for any act, omission, or failure to fulfil its obligations under this Agreement if such act, omission or failure arises from any cause reasonably beyond its control including acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental action after the date of this Agreement, fire, communication line failures, power failures, earthquakes or other disasters (called “Force Majeure”).

11.2 The party unable to fulfil its obligations due to Force Majeure will immediately:

