



nelson mandela bay

T O U R I S M

PORT ELIZABETH | UITENHAGE | DESPATCH

HEAD OFFICE

PO Box 357, Port Elizabeth, 6000, South Africa, Tel: +27 (0) 41 582 2575 • Fax: +27 (0) 41 582 2573
No. 40 Mitchell Street, Cnr. Mitchell & Walmer Boulevard, South End, Port Elizabeth

COMMISSION AGREEMENT

Entered into by and between

Nelson Mandela Bay Tourism (NMBT)

And

.....(Sales Agent)

For

THE NELSON MANDELA BAY PASS
“The official guide to the city and surrounds”



VISITOR INFORMATION CENTRES

Donkin Reserve, Belmont Terrace, Central. Tel: +27 (0) 41 585 8884 • Fax: +27 (0) 41 585 2564

The Boardwalk (opp. Hobie Beach), Marine Drive, Summerstrand. Tel: +27 (0) 41 583 2030 • Fax: +27 (0) 41 583 3413

Uitenhage, 73 Graaff Reinet Road, Mosel, Uitenhage. Tel: +27 (0) 41 922 5214 • Fax: +27 (0) 41 922 5765

PE Airport, Shop 57, Ground Floor, Arrivals Hall, Terminal Building, PE Airport, Alister Miller Drive, PE. Tel: +27 (0) 41 581 0456/7 • Fax: +27 (0) 41 581 0461

E-mail: info@nmbt.co.za Website: www.nmbt.co.za

PARTIES TO THE AGREEMENT

The parties to the agreement are:

NELSON MANDELA BAY TOURISM - P O BOX 357, PORT ELIZABETH, 6000 / Cnr. Mitchell Street and Walmer Boulevard, South End, PORT ELIZABETH;

And

..... (To be completed by supplier / participant)

.....

.....

AGREEMENT

This Agreement contains the terms and conditions that apply to the Supplier / Participant (individual or entity's) in the Nelson Mandela Bay Pass Program. As used in this Agreement, "we" means Nelson Mandela Bay Tourism, and "you" means the participant. We reserve the right to accept or reject any agency requesting to be part of the travel agent program.

1. USE OF MATERIALS

We grant you permission to use the graphic images and text solely for the purpose of identifying your agency as a Program participant and to assist in generating sales. We reserve all rights to any/all graphic images, content and our trade name and trademark.

2. COMMISSIONS

We will pay commissions on orders that are generated by your agents/agency using the booking link assigned at sign-up. Commissions will only be paid after an order is fully processed. You will earn 10% commission. We reserve the right to change this commission rate at any time. If this occurs, written advance notice will be provided. Any customer returned products will be deducted from the next payment.

We will pay your commission on a monthly basis. Within approximately 45 days following the end of each month, we will send you a payment for the commission earned on the products purchased during the preceding month. We retain the right to review all commissions for possible fraud. For all cash payments that the agent did, NMBT will invoice for the cost of sales minus the commission earned.

3. PROMOTION OF PRODUCTS

Subject to the NMBT approval, you may promote our products through a number of means: e-Brochure Flyers (provided), Brochures, Search Engine Marketing (Pay per Click Advertising), Email Marketing, etc.

If you are going to use Pay per Click Advertising we do not allow our partners to bid on "Nelson Mandela Bay Pass" product trademarked / branded product related keywords. Additionally, we do not allow the use of any of the "Nelson Mandela Bay Pass" URL domain in any Pay per Click AD, as the display URL or a link to your tracking link or any redirect to our URL's

Our websites include:

www.pesports.co.za
www.nmbt.co.za
www.ibhayi.co.za
www.ibhayi.com
www.peconference.co.za
www.tourismpe.co.za
www.pesplash.co.za
www.nelsonmandelabaytourism.co.za
www.nelsonmandelabaytourism.com
www.mandelatourism.com
www.mandelatourism.co.za
www.nelsonmandelatourism.com
www.nelsonmandelatourism.co.za
www.nelsonmandelabaypass.com
www.nelsonmandelabaypass.co.za
www.nelsonmandelabay.travel

In addition, we do not allow any unsolicited or “spam” emails to be sent promoting our products. Using any of the above tactics will result in immediate participant termination.

4. BOOKING

We will provide you/your agency with the procedures and links to use when booking our products. To ensure accurate tracking, reporting and commission accrual, we will provide you with special tagged link format you/your agency should immediately save to your “favourites”. You must make sure these links are properly utilized. We will not be held liable for any failure by the links or you to use our links.

5. ORDER PROCESSING, POLICIES AND PRICING

We will be responsible for all aspects of order processing and fulfilment. We reserve the right to reject any order that does not comply with our requirements. Customers who purchase products through this Program will be deemed mutual customers of Nelson Mandela Bay Tourism. All rules, policies, customer service and product sales will apply to those customers. We may change our policies and procedures at anytime and prices and availability may vary. All cash payments for the products sold by the agent will need to be collected and handled by the agent. NMBT will invoice for these monies, minus the commission owed. If payment was done through the NMBT credit card interface, commissions will be paid as per the commission clause in point 2 above.

6. TERMS OF AGREEMENT

We may modify any of the terms and conditions of this Agreement, at any time by providing you a written change notice or new agreement. If any modification is unacceptable to you, this agreement shall automatically terminate. Your continued participation in the Program following our provision of a change or new Agreement will constitute acceptance of the change.

Either party may terminate this Agreement at any time, with or without cause, by giving the other party written notice of termination. If this Agreement is terminated, you will immediately cease use of all links to booking our

product, and all Nelson Mandela Bay Pass and Nelson Mandela Bay Tourism trademarks, logos, and all other materials provided by or on behalf of us to you in connection with the Program. All commissions earned through the date of termination will remain payable only if the related orders are not cancelled or returned. We may hold your final payment for a reasonable time to ensure the correct amount is paid.

7. PRIVACY POLICY

We only collect personal information that is provided to us by a visitor in order to fulfil each product order. This includes any information that can be used to identify you individually, such as name, address, phone number, e-mail address, or credit/debit card number. We also collect aggregate data about visitors to our site via cookies, but this data cannot be used to identify any visitor individually. We will never sell or rent any personal information to any third party for marketing, commercial, or any other purpose that is not essential to complete each transaction.

8. LIMITATION OF LIABILITY

We will not be liable for any damages (whether direct, indirect, special, or consequential) or any loss of revenue, profits, or data) arising in connection with this Agreement or the Program, even if we have been advised of the possibility of such damages. Furthermore, our aggregate liability arising with respect to this Agreement and the Program will not exceed the total commissions paid or payable to you under this Agreement.

9. DISCLAIMERS

We make no express or implied warranties or representations with respect to the Program or any products sold through the Program (including, without limitation, warranties of fitness, merchantability, no infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of our site/booking functionality will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors. Neither party shall be liable to fulfil its obligations hereunder, or for delays in performance, due to causes beyond its reasonable control, including, but not limited to, acts of God, acts or omissions of civil or military authority, fires, strikes, floods, epidemics, riots or acts of war.

10. Additions and changes to the agreement

No additions or changes to the agreement shall be valid and binding unless they are in writing and signed by authorised representatives for each party.

11. Transfer

The participant does not have the right to transfer this agreement, or any part thereof, without the written consent of NMBT.

12. Dispute

Any dispute with regard to this agreement shall initially be resolved by negotiation between both parties. Alternatively, disputes with regard to this agreement shall be resolved through Arbitration. The parties shall agree on an Arbitrator from the list of Arbitrators as provided for by IMSEC (Independent Mediation Services of the Eastern Cape). The Arbitrator's finding shall be final and binding.

This agreement has been drawn up on two identical copies, one of which has been received by each party.

SIGNED in Port Elizabeth on this the _____ day of _____

SUPPLIER / PARTICIPANT _____

AS WITNESSES:

1. _____

2. _____

SIGNED in Port Elizabeth on this the _____ day of _____

NELSON MANDELA BAY TOURISM _____

AS WITNESSES:

1. _____

2. _____