



Date: __ / __ / _____

Agent Code: _____

Agent Commercial Agreement

Initial Credit Application

GATE TOURS L.L.C
www.gatetours.com



Agreement of use for online reservation system

www.gatetours.com

General

Access to the systems is strictly controlled and monitored by Global Gate Tours. Access codes are issued by Global Gate Tours and may be withdrawn at any time. The agreement for access is directly between Global Gate Tours and your company. Any instance of disclosure of access codes to third parties including representatives and affiliates is strictly forbidden and will result in a complete suspension of your account. Access to and use of the system is only permitted providing that your financial account is up to date and consistently maintained in good order.

A refundable security deposit equal to the estimated value of one months trading must be lodged with Global Gate Tours before access codes are issued. Access to our systems will be suspended once your account approaches your monthly credit limit. Further bookings will only be accepted once payment in full has been made or your deposit increased. You are fully responsible for payment for all bookings made under your Internet access codes.

Booking Policy

The system is designed to handle F.I.T. bookings only (up to 9 pax & up to 4 rooms). Requests for 10 pax or more must be made using the "Group requests" function. Only F.I.T. products for which we show prices on the system can be selected and booked on gatetours. Manual requests made by phone, fax or Email for reservations, modifications or cancellations will not be accepted for any hotel (with the exception of transfers and City tours) We reserve the right to cancel bookings made in gatetours if they appear to be group bookings or if we consider them to have been made for the purpose of "holding space" for future sale.

Hotel Internet Policy

Many hotels (both chains and independents) now impose restrictions forbidding their products to be sold to the general public / end user on any website. We will advise you of these, once notified you must withdraw any and all hotels from all websites that you control that are intended for public / end user consumption. Failure to adhere to and or implement these restrictions will result in all bookings being cancelled and the termination of your agreement with Global Gate Tours.

Rates

Rates provided are for sale in your own market only. You may not distribute our rates via your own system or that of any third party outside of that market. Rates are confidential and should never be disclosed to any third party. All rates are valid for the leisure market only. We will not accept responsibility for any booking if it transpires that a client is not travelling for leisure purposes. Hotels may refuse to honour our contract rate and charge rack rate to the individual client direct.

Any instance of rate disclosure or abuse of market conditions will result in access to the gatetours system being denied, and the cancellation of all reservations held. The tariff is computer generated directly into the system. In all circumstances you will be invoiced at the rates contained in the tariff valid at the time of confirmation.

Rates shown are net per room, inclusive of a minimum of continental breakfast, service charge and government taxes. We reserve the right to amend all prices, even after confirmation, in the event of changes in government taxes, currency fluctuation of 3% or more and trade fair date and / or rate changes.

Trade fair bookings

Trade fair rates may be above rack rate. In the event that new fair periods or new fair rates and / or dates become evident we will inform you of any change and invoice you at the new prices. Revised rates apply to all bookings including those made before the change. It is your responsibility to obtain from your client acceptance of the higher price. If they do not accept the new rate then the booking must be cancelled. Blocking space over trade fair periods in the hope of future sales is not permitted. We will cancel any and all bookings that we deem to have been made for this purpose.

Cancellations & on Cancellations

The system is locked against cancellations and modifications 48 hours before the date of arrival. Cancellations/ modifications required after that time must be made in writing and sent by fax / email to GATE TOURS during office hours only. Cancellations made after that time will automatically incur a minimum of one night cancellation charge (**up to a maximum of the entire stay depending on supplier charges**).

For cancellations requested when the system is locked we will send you confirmation that the cancellation has been made. Without the confirmation of cancellation, you cannot assume that the booking has been cancelled. It is your responsibility to obtain the cancellation confirmation from us. Failure to do so will result in no show charges being raised.

If an agent / client claims to have cancelled directly with a hotel and the hotel subsequently charges us, then a minimum of one night charge will also apply (**up to a maximum of the entire stay depending on supplier charges**).

When cancelling a booking on gate tours, it is not sufficient to simply access the "Cancel booking item" screen. GATE TOURS will accept that the tour has been cancelled only after the message "This booking has been cancelled" has been displayed and a "Cancellation reference" number is generated as a confirmation to the cancellation. In the event of non-arrival (no show), a minimum of one night no show charge will automatically apply (**up to a maximum of the entire stay depending on supplier charges**).

Vouchers

Voucher can be emailed or printed from within gatetours. You can also issue vouchers on your own headed paper and also in this case your voucher must clearly state "booked and payable by GATE TOURS" and must include our "our reference". Contact details must not appear on the vouchers. GATE TOURS will not pay for personal extras. All extras must be paid directly to the hotel prior to departure. If a hotel provides us with your booking voucher and an invoice for a booking that was: made and subsequently cancelled, no booking was made in the first place, or made for a different number of nights or rooms than booked with us, we will pay the hotel and invoice you in full.

Complaints

We will not deal with any complaints received more than 28 days after the client has checked out. We will not handle any complaint that was not brought to the attention of the hotel while the guest was in residence. All complaints must be reported to the hotel on the spot. We are not liable for compensation for a situation that could have been resolved at the time if the hotel had been aware of the problem. Hotels undertake renovations. We advise you of those that we are made aware of in our monthly newsletter. We will not accept requests for refunds or complaints if a hotel is carrying out renovations that we were not aware of nor if the work is not finished by the date informed to you in the newsletter.

Payments

Invoices will be issued on the day following the arrival date of the client. These will be sent to you daily as a PDF file Monday to Friday. Immediate payment on demand is required in all cases where business placed with GATE TOURS approaches the monthly credit limit. Payment in full for the previous calendar months invoices must reach us by the 20th day of the current calendar month. A full breakdown of your payment must be or warded at the same time to our accounts department. Company cheques and credit cards are not an acceptable form of payment. Payment must be made in local currency by electronic transfer only direct to our bank at the following address:

Payment in United Arab Emirates

Bank Name	MASHREQ BANK
Account Name	GATE TOURS L.L.C
Account Number	019101062426
IBAN Code	AE930330000019101062426 (AED)
Swift Code	BOMLAEAD
Branch	MURAQQABAT BR [045]

Bank Name	MASHREQ BANK
Account Name	GATE TOURS L.L.C
Account Number	019101062427
IBAN Code	AE660330000019101062427 (USD)
Swift Code	BOMLAEAD
Branch	MURAQQABAT BR [045]

Invoice disputes and refund requests

All invoices must be paid in full. Deductions are not permitted. If there is a claim against any invoice for whatever reason, you must inform us of the full details in writing within 28 days of the date of invoice. Claims made after that time may not be considered.

In the event that a client checks out of a hotel before the scheduled departure date, the client must obtain written confirmation of the departure date and time from the hotel. The document is only proof of early departure and does not guarantee that there will be no charges. Most hotels will charge for all the nights originally booked during busy periods. Hotels in Amsterdam, Rome, Florence, Venice, Milan, Madrid, Barcelona and all German fair cities are particularly strict and usually will charge for all nights originally booked.

In order to claim a refund, this signed document must be sent to GATE TOURS within 28 days of departure. No refund requests will be considered without the signed document from the hotel nor once the 28-day period has expired.

Miscellaneous

Office hours are Saturday to Thursday 09.00 - 19.30 hours +GMT 3hrs Communications received outside these times are not valid until the next business day. The earliest check-in time at most hotels are after 14.00 hours and check out time is usually 12.00 hours.

No ancillary services can yet be booked in gate tours. Requests for services other than hotel bookings should be sent by fax or email to the GATE TOURS booking department.



Disclaimer

All information contained within the gatetours booking system, both pictorial and written is copy written and remains the property of GATE TOURS. Copying and use of the information is forbidden without our written consent. All hotel information contained in gatetours is provided by the relevant supplier and is as accurate as possible. However we shall not be held liable in any way to you or any third party if the information proves to be inaccurate in any way.

GATE TOURS will not accept any direct communication with your agents / clients and we will refer them back to you in all cases. You are fully responsible for all bookings made in gatetours by yourselves and by any of your subagents.

Contract and Liability

In using our systems you implicitly accept and agree to the terms and conditions contained within this document.

Reservation requests are treated as offers to enter into legally binding contracts, which are only deemed to have been accepted by us when we have transmitted our confirmation to you. All contracts with us are subject to these terms and conditions. English law governs all contracts.

GATE TOURS acts only as an agent in making arrangements for hotels and other services, and accordingly shall not be liable for any injury, illness, loss, damage, accident, theft, delay or any other irregularity that may arise directly or indirectly out of any actions of hotels, other service providers, company or person rendering or providing services reserved through GATE TOURS.

Signed : _____

Name : _____

Company : _____

Position : _____

Date : _____

Company stamp : _____

Please sign, stamp and return to the below address along with CR copy & IATA certificate:

Authorized Signatory

GATE TOURS L.L.C

Suite 310, Golden Business Center

Airport Road Dubai – U.A.E

Email: sales@gatetours.com