

Draft Agent Commission Terms

Establishing a partnership with Rest in the West provides travel agents with a clear and advantageous commission structure that acknowledges both individual bookings and higher-volume accomplishments. The following information delineates the benefits available to agents through such collaborations and clarifies the principal terms governing the reservation and administration of bookings.

This document outlines a proposed commission structure and general terms for travel agents partnering with Rest in the West. It is intended as a sample and should be reviewed and customised before being finalised.

1. Commission Structure

1. **Base Commission Rate:** Agents will receive a **15 %** commission on the net tour price (excluding taxes and credit-card fees).
2. **Volume Incentives:**
3. **Tier 1:** 10–19 passengers booked in a calendar year – **17 %** commission.
4. **Tier 2:** 20+ passengers booked in a calendar year – **20 %** commission.
5. **Net Rates:** In lieu of a percentage commission, you may request net rates. In that case, agents apply their own mark-up.
6. **Exclusions:** Flights to/from Iceland, third-party add-ons (e.g., helicopter tours) and non-commissionable taxes are excluded from the commission calculation.

2. Booking & Payment Terms

1. **Deposits:** A 20 % non-refundable deposit is due within seven days of confirmation to secure the booking. The remaining balance is due **45 days before arrival**.
2. **Late Bookings:** For bookings made within 45 days of arrival, full payment is due immediately upon confirmation.
3. **Payment Methods:** Payments may be made via bank transfer or secure credit-card link. Payment currency is Icelandic króna (ISK) or as agreed.
4. **Commission Payment:** Commissions are paid within **15 days after guest arrival**. For cancelled bookings, commission is based only on the non-refundable amount retained.

3. Cancellation & Refund Policy

1. **60+ days before arrival:** Deposit forfeited; balance refundable.
2. **30–59 days before arrival:** 50 % of the total tour price retained.
3. **Less than 30 days before arrival:** 100 % of the total tour price retained.
4. **Commission on Cancellations:** Commission applies only to retained payments.

5. **Force Majeure:** In the event of natural disasters, pandemics or government restrictions, bookings may be rescheduled or refunded (minus unrecoverable costs) at your discretion.

4. Responsibilities & Conduct

1. **Marketing:** Agents may promote Rest in the West tours using approved descriptions, images and logos. All marketing materials must accurately reflect services and be pre-approved if requested.
2. **Client Information:** Agents are responsible for providing accurate client information (names, ages, dietary restrictions, insurance details) at least 30 days before arrival.
3. **Insurance & Liability:** Rest in the West maintains required licences and liability insurance in Iceland. Agents must ensure clients carry adequate travel insurance.
4. **Complaints:** Any client complaints must be reported promptly. Both parties will collaborate to resolve issues professionally.

5. Confidentiality & Non-Exclusivity

1. **Confidentiality:** Net rates, commission structures and client data are confidential and must not be disclosed to third parties.
2. **Non-Exclusivity:** This agreement does not grant exclusivity. Both parties may engage with other partners.

6. Term & Termination

1. **Effective Date:** The agreement becomes effective upon signature by both parties.
2. **Duration:** Valid for one calendar year, renewing automatically unless terminated with 30 days' written notice.
3. **Immediate Termination:** Either party may terminate immediately in case of breach of terms, insolvency or unethical conduct.

7. Governing Law & Dispute Resolution

1. **Governing Law:** This agreement is governed by Icelandic law.
2. **Dispute Resolution:** Disputes will first be negotiated in good faith; failing that, they will be submitted to the District Court of Reykjavík.

Important Note:

This document serves as a sample for demonstration purposes. It must be tailored to your specific business practices and reviewed by a legal professional to ensure compliance with Icelandic and international travel-trade regulations before use.
