



Fox Travel Egypt
58 Geziert El Arab El Mohandessen – Cairo – Egypt
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PERFORMANCE & CREDIT TERMS AGREEMENT

The undersigned - member of consortium the FOX TRAVEL EGYPT registered with Egyptian Tourism Ministry authorities under license number **527** , located at "58 Geziert El Arab El Mohandessen – Cairo – Egypt" , owned and operated by FOX TRAVEL , legally represented by Mr. _____. Here in after called as "THE AGENT"

And

_____ a legal identity established according to _____ Law, located at _____ legally represented by MR. _____ Here in after called as "TOUR OPERATOR".

Taking into consideration that the tour operator runs a business as a tour operator in _____ and the agent runs a business as incoming agent in EGYPT ; the agent will provide local handling services to the tour operator. The tour operator appoints the agent to act as an agent for the tour operator in accordance with the terms and conditions of this agreement.

DECLARE TO AGREE AS FOLLOWS;

1.APPOINTMENT AND AGENCY'S DUTIES:

- a. The tour operator appoints the agent to provide local handling services as described in this agreement in Egyptian Cities (Cairo – Luxor – Aswan – Alexandria - Hurghada – Safaga – El Quseir – Marsa Alam –Sinai - Sharm El Sheikh), as specified by the tour operator.
- b. In consideration for the payment specified in the schedule to this agreement, the agent undertakes and agrees to observe and perform the terms and conditions set out in this agreement and in particular to provide local handling services as described here in after.
- c. To provide ground transportation for the tour operator's clients and luggage and transport them expeditiously and with the utmost safety between their point of arrival / departure and their accommodation.
- d. To arrange and provide excursion programs as agreed with the appoint operators representatives. The agent will make the excursion program available to the tour operators clients at no less favourable terms than those offered by the agent to other competitive tour operators or their clients. The agent assures that all excursions offered are legal, fully insured and at full risk of the agent and by the agent appointed third party vendors. The tour operator accepts no liability for any damage caused by or during an excursion to the tour operator's clients or their possessions.
- e. The agent will make the required reservations and he will notify the tour operator immediately of any hotel overbooking affecting the tour operators business, and he will render all such services and assistance deemed necessary to solve the situation as per the tour operator's requests.
- f. The agent will provide the tour operator with every assistance, advise, information and market intelligence to enable the tour operator to conduct his business satisfactorily and profitable in the Egyptians resorts where the agency has got offices. The agent will use its best endeavours to promote and sponsor the tour operators's business. The agent and consortium partners are A licensed Egysab members and will ensure to remain such.
- g. The agent will assist with contracts and additional need of any allocations / accommodations during the season
- h. The agent will assist in assuring that all accommodations, services and facilities are safe and do comply with the international standards.
- i. If the agent becomes aware that any of the clients of the tour operator has a complaint or is dissatisfied with any aspect of their holiday booked with the tour operator – or is in serious difficulty sustained during an activity which does not form part of the holiday – the host / hostess must inform the agent and the agent will inform the tour operator immediately and comply with any instruction or request issued by the tour operator, using its best efforts to solve the complaint or situation, without or limited cost to the agent or the tour operator.
- j. The agent cannot be held liable for reservations received after stop sale notice.
- k. The agent cannot be held liable for no show fees for reservations cancelled after release periods.

2. TOUR OPERATOR'S DUTIES :

- a. The tour operator will provide the agent with reservations within the release period as mentioned on the accommodation / hotel agreements and contracts made on behalf of the tour operator to ensure accommodation availability.
- b. The tour operator will provide complete flight details, arrival and departure lists latest 2 days prior to arrival / departure to ensure planning for services to be rendered and last minute allocation availability if required.
- c. In case of cash advance requests of the clients in the resorts, the requested amount will be paid to the client by reducing the bank costs .
- d. The tour operator's host / hostess will use all reasonable efforts to offer for sale to the tour operator's clients the excursion program organised by the agent. of the agent. Offenders
- e. To fulfill contractual agreements with hoteliers and third party vendors on contracts made directly by the tour operator or on behalf of the tour operator. The agent cannot be held liable or financially responsible for services rendered for which no payments were received.

3.TOUR OPERATOR'S REPRESENTATION & EXCURSION SALES:

- a. The tour operator will provide information boards, information books, stickers, stationary, welcome envelopes and client communication required materials latest 2007, in due time for start of summer/winter season. The agent will use all these materials carefully and will keep the infoboards and infobooks in good condition and order. The agent will prepare all materials according to the tour operator's regulations and will pay attention to have the same standard in all resorts.
- b. The agent will provide uniform for permanently assigned host / hostess and T shirts with logo of FOX TRAVEL EGYPT .
- c. The agent provides a stand / service desk at all airports in Egypt for customer convenience. The tour operator will provide this information to its clients together with their tickets and travel documents.
- d. If the agent will provide host / hostess services with _____ speaking staff at no charge. All resorts' host/ hosstess will perform their duties under supervision of the agent. In particular, transfers will be accompanied by such hostess – in case of multiple transfers by _____ speaking person or stagiere as assist – shortly after arrival a welcome cocktail by such host/hostess in order to provide the clients with the necessary information about Egypt, the region and the excursion program. The host / hostess will visit the accommodations twice daily.
- e. If the Tour Operator send there own host/ hostess , Tour Operator have to pay the Salary, housing, limited transportation, and local ,long distance calls of host/hostesses .
- f. If the Tour Operator send there own host/hostess the agent will pay to the host/hostess % 7 and to the tour operator will be applied 8 % commision after deducting 10 % Sales Tax from the gross excursion amount. If the Agency support the host / hostess , the Agency did not pay any commision to the Tour Operator.

4. PAYMENT AND CREDIT CONDITIONS OF THE TOUR OPERATOR:

- a. Invoices are to be issued upon arrival of clients and they will be prepared in EURO. The tour operator confirms to pay all invoices by swift transfer to the following account number within for Monday -Tuesday- Wednesday arrivals on Thursdays , for Thursday – Friday - Saturday and Sunday arrivals have to pay on Mondays .

BANK NAME : National Societe General Bank

BRANCH : HURGHADA

ACC. NR : 31-150080081010

ACC. OWNER : FOX TRAVEL EGYPT

- b. The credit limit of TOUR OPERATOR can not exceed 1.000.- USD / EURO (THOUSANDEURO). The Agent is not responsible of confirming any reservations unless the credit limit turns are met by the Tour Operator. And the Agency have to right to stop the given service if the Tour Operator did not make any payment.
- c. If one of the above conditions do occur (4.a and/or 4.b) The tour operator will immediately make the payment by cash or swift transfer according to the outstanding balance due to the agent.

5. PERIOD COVERED BY THIS AGREEMENT:

- a. The provisions of the agreement shall become effective from the date of 00.00.0000 and shall continue in force for a period on one (1) year.

- b. This agreement may be terminated by AGENT or TOUR OPERATOR 03 (three) months written notice. If, activities or co-operations of either party is not in agreeance with the contractual terms and conditions, this termination notice will be limited to max. 2 months. As mentioned in 4.b In case of any delay in the payment or

the tour operator does not transfer the exceeding amount of the credit in 3 days, the agency may immediately stop giving the service and have the right to cancel all the confirmed reservations and the contract.

c. Both parties will fulfil its obligations as per contract terms. Expiration date of rates as mentioned in this contract and its amendments is 00.00.0000 . Any change in terms and conditions of this agreement can only be made in writing and must be agreed upon by the parties.

6.RATES:

a.The hotel rates and special program rates are listed on Fox Catalogue

b. The handling fee to be paid by the tour operator to the agent will be 00,- USD / EURO per person , Children between 00 and 12 will be free of charge.

c. The transfer rates will be per person and for a return transfer in USD / EURO currency for back to back charter operations including maximum 3 hours waiting time. If there is any delay in the arrival of the aircraft 50% surcharge will be applied to the attached rates.

7.ENFORCEBILITY - GOVERNING LAW AND JURISDICTION :

If any part, term or condition of this agreement is declared by any court to be, or is accepted by the parties as being in conflict with the law or enforceable, the validity and enforceability of the remainder of this agreement will not be affected. In such case the offending part, term or condition will be deemed not to be a part of this agreement and any resulting necessary consequential amendments will be deemed to be incorporated herein.

This agreement is issued in triple, is subject to Egyptian the exclusive jurisdiction of the district court in Cairo / Egypt .

Parties declare that they fully understand and agree to the terms and conditions of this agreement, although the agreement is written in the English language.

Both parties will fulfill its obligations as per contract terms.Yearly and confirmed rates will be part of this contract.

Signed by the fully authorised officers of the parties;

Date:

Agency

Fox Travel Egypt

Date:

Tour operator