

MPS referral agreement

Discussion draft / referral-only baseline. No signature or acceptance is requested.

14 October 2026 | Discussion material - legal and commercial review pending

1. Parties and launch conditions

Siam Discoveries legal entity: [registered name, registration/tax ID, address, authorised signatory, verified tourism licence and permitted scope]. MPS legal entity: [same identification fields]. This draft becomes operative only after completed schedules, Thai legal/tax review and execution by authorised representatives. Existing platform approval is not licence verification.

2. Limited referral role

MPS may display approved SD tour offers and an attributed embedded catalogue. The named SD company remains the proposed tour contracting seller and is responsible for pricing/terms, confirmation, merchant collection and refunds. MPS cannot bind SD, independently confirm a tour, alter cancellation terms or represent that its separate company is covered by SD licensing.

3. Separate accommodation business

MPS stays retain their own providers, terms and payments. This agreement does not sell an accommodation-and-tour package, redirect accommodation receipts or give access to villa owner funds.

4. Catalogue and guest disclosures

Display the actual seller and verified licence details before paid booking. Clearly state enquiry versus confirmed booking and payment status. Only approved offers may be displayed. All artwork and reference prices must retain their labels. Remove suspended or withdrawn offers promptly.

Commission and responsibility

Complete the commercial schedule; no rate or payout promise is assigned.

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5. Commission schedule

Choose fixed amount or percentage: []. Define base: [eligible tour value, VAT, platform/merchant fees, discounts and extras]. Define earning event: [paid and completed service, or another agreed event]. Define cancellation/no-show treatment, clawbacks, dispute period and version effective date. No guest-price markup or percentage is authorised by this draft.

6. Accounting and settlement

Payment goes directly to SD under the baseline. MPS invoices only its agreed referral service as appropriate. Agree reporting period, payout due date, invoice format, tax IDs, VAT status and withholding-certificate exchange. Each statement identifies booking, paid/refunded amount, eligible base, commission, tax and net payable. Completion, guest collection and commission payment are separate events.

7. Support, cancellations and disputes

SD handles the tour contract and refund decision under accepted terms and applicable law. MPS routes requests and preserves evidence without promising refunds. Agree escalation contacts, response deadlines, complaints and records. Allocate responsibility for each party's own inaccurate representations and failures; do not waive mandatory guest rights.

8. Data and access

Define necessary guest fields, authorised roles, purpose, retention period, breach response and rights-request contacts. An embed must not expose guest contacts, private supplier rates or credentials. Driver access is limited to assigned-job information. Financial access requires a separately approved scope.

Optional villa-bill schedules

Inactive by default. Select and execute a separately reviewed arrangement before enabling.

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Schedule A - disclosed collection mandate

Guest contracts with SD; MPS collects expressly on SD behalf. Specify authorisation, permitted payment methods, when guest payment discharges the SD debt, agency receipt wording, who issues the tour tax invoice, remit deadline, safeguarding/accounting, chargebacks, refunds and who bears failure to remit. Record collected funds as an SD payable where appropriate, not automatically MPS tour revenue.

Schedule B - MPS advance / guest credit

MPS pays or guarantees an agreed amount to SD before guest collection. Document guest authorisation, legal basis to recover the advance, any required debt assignment, credit limit, due date, non-payment risk and lawful recovery procedure. Specify whether SD is paid by MPS while guest owes MPS. An unpaid guest folio must never display a guest-paid status.

Schedule C - intercompany offsets

Permit offset only for agreed reciprocal liabilities between the identified entities. Reconcile each booking and commission before netting. Define approved credit notes, dispute handling, cash balancing, VAT/withholding treatment and supporting certificates. An offset cannot extinguish an unrelated supplier debt or use a different villa owner's funds.

Illustration only - not an agreed rate

A THB 3,000 tour and THB 300 commission can be recorded separately. If MPS has actually collected THB 3,000 on SD behalf and a valid offset is agreed, THB 2,700 may be the cash balance before applicable taxes/adjustments. If the guest has not paid, the folio is a receivable, not collected cash. No 10% commission is established by this example.

Execution checklist

Decision fields for company directors, Thai tourism counsel and the accountant.

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9. Licensing and legal assessment

Confirm whether the actual MPS referral, collection, credit or resale activity requires its own tourism-business licence. Do not assume money routing or commission determines the answer. Verify the SD licence holder, scope and current status. Include any conditions imposed by the registrar. Review online-selling, consumer, privacy and any relevant payment/credit obligations.

10. Term, suspension and termination

Term []; notice []; suspend for licence expiry, unsafe conduct, unauthorised selling, data breach or overdue settlement. Preserve existing guest obligations and final reconciliation on termination. No automatic cancellation of guests or forfeiture of earned commissions without agreed, lawful grounds.

11. Contract administration

Governing law [Thai law - counsel to confirm]; dispute process and venue []; authoritative language []; amendment method []; authorised notices and contacts []. Neither a website download nor account registration executes this agreement.

Required attachments

Company/authority evidence; licence verification; signed commission schedule; approved catalogue; selected payment schedule; privacy/data schedule; support contacts; refund/cancellation policy and accountant's invoicing/withholding treatment.

Source limits

See the guest/partner guide for current sources. The 2001 Revenue Department agency ruling illustrates fact-specific tax treatment and is not clearance for tour collection or a tourism-licence exemption. These terms are proposals, not an opinion on enforceability.