

Operator service agreement

Discussion draft / complete the supplier schedule before execution.

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

1. Parties and role

Platform/contracting SD entity []; fulfilling operator entity []; authorised contacts []. For each product specify who contracts with the guest, who fulfils, merchant/payment recipient and applicable licence holder. If SD fulfils its own service, name the actual SD legal entity rather than treating a brand as a separate supplier.

2. Eligibility and evidence

Verify company registration, tourism licence where applicable, transport/vehicle/boat/driver permissions as applicable, guide qualifications, operating scope, insurance and emergency procedures. Record expiry dates and review evidence before publication. Platform approval is not a government licence or insurance certificate.

3. Offer schedule

Product and destination []; duration []; inclusions/exclusions []; adult/child/private-group price basis []; pickup/meeting details []; passenger/age/accessibility restrictions []; language []; media rights and authentic imagery []. Resolve contradictory source descriptions before approval.

4. Rates and commercial base

Currency THB; integer satang; supplier net []; guest total []; platform fee []; agent commission and base []; VAT status []. Define taxes, fees, extras, discounts, validity and rate changes. No personal share, tax-inclusive assumption or platform commission is invented.

Inventory and confirmation

Define real availability and who may commit the service.

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5. Resources and allotment

Assign real drivers, guides, vehicles or boats; capacity []; dates/times in Samui UTC+7; operating duration and turnaround []; cut-off []; stop-sale []. A planned departure is not a supplier allotment contract. Avoid overlapping assigned resources and provide a release/availability procedure.

6. Confirmation sequence

Guest enquiry -> operator quote -> guest acceptance -> capacity/resource check -> supplier confirmation -> booking/voucher. Define response deadline [] and named confirmation authority []. Expired quotes and oversold departures must fail closed. LINE/API acceptance alone is not supplier acceptance, and absence of a reply is not confirmation.

7. Voucher and check-in

Issue a voucher only for an eligible confirmed booking. QR redemption is authenticated and restricted to the fulfilling business and service window. A QR is not proof of payment. State passenger identity procedure, lost-voucher support, duplicate-redemption handling and offline contingency. Driver QR access is not currently connected.

8. Service performance

Confirm meeting time, pickup and guest requirements. Define lawful incident/emergency escalation, support contact [], late pickup threshold [], substitute equipment approval and incident evidence. Do not expose live guest/driver locations publicly. Completion is recorded separately from collection and payout.

Cancellations and settlement

Agree fair, product-specific rules before the guest accepts.

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9. Guest cancellation and no-show

Record cancellation windows, time zone, refundable/non-refundable components, evidenced costs, deadline and refund timetable []. Define late arrival, missed pickup and identity/contact attempts. Terms must comply with applicable consumer rights; do not invent blanket forfeiture or protection coverage.

10. Operator cancellation and weather

Record safe-weather authority, minimum numbers if applicable, alternatives, guest consent, cancellation notification and refund responsibility []. Never force an unsafe service. Allocate reasonable documented costs without excluding mandatory rights or responsibility for the party's own breach.

11. Collection and payout

Define merchant collection, invoice issuer, verification of payment, supplier invoice, payout trigger/due date, reserves, disputed amounts, refund reversals, taxes and certificates. Operator completion does not prove payment or settlement. No cash transfer, credit, commission or refund is treated as completed solely from a workflow stamp.

12. Protection and insurance

Attach actual policy/evidence, insurer, limits, exclusions, covered activities and claim process. Do not describe cancellation protection or travel insurance as included unless valid coverage and its disclosure requirements are confirmed. Agree allocation of liability subject to Thai law and legal review.

People, data and execution

The agreement is a proposal; execution and technical activation are separate.

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13. Staff, LINE and drivers

Identify authorised dispatchers and scoped driver accounts. Obtain approval for supplier communications and pairing. Keep channel credentials in the owning system. Signed callbacks, durable retry IDs and booking identity must be verified before automatic dispatch. Drivers receive only assigned-service information; GPS needs opt-in, access limits, freshness and retention rules.

14. Privacy and media

Agree necessary guest fields, purposes, security, access/revocation, retention, incident response and guest-rights contacts. Obtain rights for supplied images; label representative artwork. Do not use guest information for unrelated marketing without a valid basis.

15. Review and termination

Audit expiry/insurance/availability; suspend unsafe or unlicensed offers; define term [], notice [], breach cure [], existing booking protection and final settlement. State governing law, dispute route, authoritative language and signatory authority with Thai counsel.

Ready-to-execute schedule

Complete entity and licence checks, product/rate/allotment schedule, cancellation/refund policy, insurance evidence, payment/commission schedule, staff and data authorisations, support contacts and signatures through the agreed legal process. Downloading this draft or saving a platform profile is not acceptance.

Current software limits

Manual confirmations and business-owner QR check-in are implemented; real first-service rehearsal is pending. Online payments, supplier messaging, GPS, PMS sync and driver login are not connected. A signed commercial agreement alone does not activate them.