

THE CIRCLE

B2B PARTNERSHIP AGREEMENT

Decathlon Travel

1. Parties

Operator	The Circle, Sandford Gate, East Point Business Park, Oxford, OX4 6LB, United Kingdom
Distribution Partner	Decathlon Travel (contact: emeline.gilles@decathlon.com)
Effective Date	To be completed upon execution

This agreement governs the distribution by Decathlon Travel of adventure travel programmes operated by The Circle. It applies in place of any consumer-facing or FIT terms and conditions.

2. Programmes

This agreement initially covers the Giants of the North Multi-Activity Tour (7 Days / 6 Nights, Northern Ireland). Additional programmes will be appended by mutual written agreement as they are developed.

3. Commission

Decathlon Travel's commission is fixed at 15% of the total gross selling price. All prices quoted by The Circle are gross prices from which this commission has already been accounted for. No further deductions apply beyond this agreed rate.

4. Invoicing and Payment

- The Circle will invoice Decathlon Travel on the 25th of each calendar month prior to the month of guests' departure. For example, a group departing in September will be invoiced on 25 August.
 - Payment to The Circle is due at the start of the month following receipt of invoice, net of Decathlon Travel's 15% commission.
 - Decathlon Travel will issue a paid commission invoice to The Circle. The Circle will issue the main service invoice to the end traveller upon request.
 - All amounts are in GBP unless otherwise agreed in writing. Bank transfer fees and foreign exchange charges are the responsibility of the paying party.
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5. Group Size

All pricing is based on a minimum of 8 participants per departure. Bookings below this threshold are subject to a surcharge or may be declined. Preferred group sizes are multiples of 8 to align with transport and guide capacity. The Circle will advise Decathlon Travel promptly of any capacity constraints.

6. Cancellation Policy

6.1 Cancellations by the End Traveller

More than 30 days before departure	No charge. Full refund of amounts received.
8 to 30 days before departure	50% of the total booking value retained.
7 days or fewer before departure	100% of the total booking value retained. No refund.
No-show	100% of the total booking value retained. No refund.

The Circle will use reasonable endeavours to recover costs from its ground suppliers and pass any recovered sums to Decathlon Travel, net of the handling fee set out in clause 6.2.

6.2 Cancellation Handling Fee

Where a refund is processed following supplier recovery, The Circle will deduct a handling fee of the greater of GBP 150 or 3% of the refundable amount, subject to a maximum of GBP 500, plus any applicable bank or foreign exchange charges. Refunds will be processed within 30 business days of receipt of recovered funds.

6.3 Credit Notes

Where a supplier issues a credit note in place of a cash refund, this credit will be passed on in lieu of a cash refund.

7. Response Times

- The Circle will respond to all booking and quotation requests within 72 hours.
 - Written booking confirmations will be issued within 48 hours of a booking being placed.
 - The Circle will notify Decathlon Travel promptly of any changes to availability, pricing or programme content.
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8. Activity Substitution

Where an activity cannot safely proceed due to weather or operational conditions, The Circle reserves the right to substitute an equivalent activity of comparable value. Decathlon Travel will be notified of any material substitutions. Optional extras listed in the programme are excluded from this clause.

9. Force Majeure

Neither party will be liable for failure to perform obligations resulting from circumstances beyond its reasonable control, including severe weather, natural disaster, acts of government, industrial action, or pandemic. The Circle will use reasonable endeavours to recover supplier costs and share any non-recoverable costs transparently with Decathlon Travel.

10. VAT

Invoices issued by The Circle to Decathlon Travel are outside the scope of UK VAT under the reverse charge mechanism (Article 44, EU VAT Directive 2006/112/EC). Decathlon Travel is responsible for accounting for VAT in its own jurisdiction. The relevant reverse charge statement will appear on all invoices.

11. Confidentiality

Both parties will keep confidential all pricing, commercial terms, supplier relationships and operational details shared under this agreement, and will not disclose such information to third parties without prior written consent, except where required by law.

12. Term and Termination

This agreement takes effect on the date of execution and continues until terminated by either party on 60 days written notice. Either party may terminate immediately in the event of material breach, insolvency or cessation of business by the other party.

13. Governing Law

This agreement is governed by the laws of England and Wales. Any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.

14. Execution

For The Circle	
Name	Wolfgang Lories
Title	General Manager
Signature	
Date	21 May 2026
For Decathlon Travel	

Name	
Title	
Signature	
Date	