

# Membership Conditions

## MEMBERSHIP CONDITIONS

**AMAZING SOUTH COAST TOURISM Inc (“the Association”) is a registered Association governed by a constitution. This constitution, as a separate document, is integral to Membership conditions.**

### CODE OF CONDUCT FOR SERVICE STANDARDS MEMBERS ARE EXPECTED TO:

- Conduct their business with integrity and in an ethical manner to earn and maintain the confidence of clients, colleagues, employers and the public.
- Be ambassadors for tourism in the Amazing South Coast (ASC) region and help promote community understanding of the importance of tourism as a vibrant contributor to the region's economy and quality of life.
- Deliver with integrity and honesty, all advertised products and services and meet all legal responsibilities including trading only under a registered business name if not incorporated or as an incorporated company.
- Meet the reasonable expectations of all customers to the best of their ability and in doing so reserve the right to change its goods and services to meet expectations of its customers.
- Comply with the laws of Australia and ensure all contracts and terms of business are clear, concise and honoured in full and all dealings are ethical and fair.
- Ensure rates for goods and services and cancellation fees are reasonable and fair. Published rates must be honoured.
- Not discourage ASC bookings.
- Advise customers at the time of the initial booking of any cancellation policies or additional service charges that may be imposed.
- Speak and act respectfully and not denigrate or slander anyone or discriminate on the basis of race, gender, religious belief, sexual orientation or political persuasion.
- Ensure claims in advertising and marketing a product or service are true (including imagery), and are never misleading or exaggerated and are not negative about another product or service.
- Consider the interests of local communities and endeavour to ensure the impacts on businesses, community life and the environment are positive and beneficial.
- Manage their business effectively and efficiently, enhancing the reputation of tourism in the ASC region. Respond and resolve customer complaints in a timely and courteous manner and to change business processes and policies when necessary.
- Operate a humane, safe and healthy working environment for staff, customers and the public.
- Manage their staff and contractors fairly and equitably.
- Operate their business guided by environmental and best practice guidelines in relation to conserving water, energy and the natural environment. Business operators must endeavour to balance the rights of future generations with current economic needs, preserving and improving the ASC region's quality of life.
- Have complaints about ASC, its management, Visitor Centres and staff dealt with in an appropriate manner in the first instance through dealing directly with the ASC.
- Breaches of the ASC's Constitution or membership conditions may result in suspension of membership and associated benefits. Members have the right to address the Board of Management should a breach be alleged against them.

### TERMS AND CONDITIONS

#### MEMBERSHIP

- For membership applications and renewals to be accepted, the application form must be signed, dated and completed in full.
- Fees are non-refundable. This includes where a paid Member sells their business/es. In such cases, paid membership for the period after business/premises ownership transfer is a matter between the vendor and purchaser.
- Membership is valid from 1 July to 30 June.
- 'Additional business' DL racking fees are only applicable to businesses registered under the same ABN as the primary business. If the business is registered under a separate ABN, a separate membership application will apply.

### TERMS AND CONDITIONS cont. MEMBERSHIP cont.

- Through payment of membership fees all members agree to be bound by the Constitution and Membership Terms.
- A 'three strikes' policy whereby members who break conditions of membership will be: formerly warned in writing on first offence; have their membership suspended for three months on the second offence; and have their membership terminated on the third offence.
- AMAZING SOUTH COAST(TOURISM) Inc (ASCT) reserves the right to terminate or suspend membership where there are ongoing complaints and will direct dissatisfied consumers, in such circumstances, to lodge a formal complaint with the appropriate government authority. It is the responsibility of members to advise ASCT in writing of any changes in business ownership, contact details, bank details or changes to business operations or standards.

### BUSINESS COMPLIANCE

By signing the Membership form you confirm that:

- your business is suitably registered; and
- your business is compliant with all relevant industry regulatory / legislative requirements; and
- all appropriate insurances are in place and current; and
- you/your business has legitimate claim to any accreditations/licences/awards/approvals.
- Public vehicles, boats, aircraft, must be maintained regularly to meet Australian safety standards and licensing requirements.

### ACCREDITATION

- For quality assurance purposes, members are strongly encouraged to obtain accreditation through the Tourism Council WA (TCWA) - Australian Tourism Accreditation (Trust The Tick) Program. This accreditation demonstrates professionalism and instils trust in your tourism business.

### ADEQUATE SIGNAGE

In keeping with industry guidelines and regulations, adequate signage must be installed to ensure safe and easy access to the property or business.

### CUSTOMER COMPLAINTS

- The member must use reasonable endeavours to resolve all complaints of customers reported to ASCT within 7 days of receipt of the complaint from the customer and fully cooperate with the ASCT in any settlement negotiations including making offers of refunds where appropriate.
- ASCT will direct dissatisfied customers in certain circumstances to lodge a formal complaint with the Department of Commerce. Where there are ongoing complaints, especially in regards to safety, hygiene or cleanliness, then ASCT reserves the right to suspend or terminate membership.

### BROCHURES

- Must be DL sized (210mm x 99mm) and will be displayed in the relevant Visitor Centre category/location. Brochures must be true, accurate and up-to-date. It is the member's responsibility to ensure that prices on brochures are honoured. Members are responsible for ensuring sufficient brochure stock.
- Albany Airport Brochure Racking is available to those Members that take up Tourism Partner membership and two additional Visitor Centre brochure racking or take up Associate Package or Marketing Essentials membership and all three Visitor Centre brochure racking.

### INFORMATION DISSEMINATION

Information disseminated through DTI member's eNewsletters is for viewing by DTI members only and is not to be published in any print, radio, TV or online format unless written approval has been obtained from ASCT.

## Membership Conditions

### WEBSITES AND DETAILS

- Previous 2017/8 Mount Barker Tourist Bureau (MBTB)/Denmark Tourism Inc. (DTI) website eligible members take out appropriate 2018/9 ASCT membership will have their content sustained, subject to meeting all other conditions and until such or any time that these websites are decommissioned.
- All suitably subscribed ASCT 2018/9 members are entitled to The Amazing South Coast (ASC) website presence and promotion.
- Eligible members using any ASC/ASCT Content Management System (CMS) must ensure that all content reflects and is appropriate to their business and is UpToDate at all times and may incur a fee if undertaken by the ASC/ASCT.
- Members who, using any CMS, post inappropriate content will, at the absolute discretion of the ASC/ASCT, have the material removed, including, if necessary, the whole listing.
- Eligible members present on the (previously MBTB) website must notify the web master **in writing via email** of any required changes.

### ADDITIONAL SERVICES

- Unless otherwise stipulated, additional services subject to any limitations are available on a first come, first served basis achieved by payment for that/those services and acceptance by the Board or authorised party acting on behalf of the Board.
- Mount Barker Visitor Centre – Outside Colonial Banner Displays – Members wishing to take up this service are to supply and install their own design compliant banner. Compliance – the supplied banner must:
  - 1 be double sided,
  - 2 be of robust metal construction,
  - 3 have content of an acceptable standard,
  - 4 include two suitably engineered and installed hanging loops to suit the Banner arms,
  - 5 meet the dimensional requirement.
- Members having Banner Displays in one financial year will be given first option to renew the following year.
- No responsibility for damage is accepted by ASCT.
- ASCT, together with its employees and/or agents reserves the right to introduce new Additional Services and/or to change these conditions.

### INDEMNITY

- AMAZING SOUTH COAST (Tourism) Inc, together with its Board, Administration, Employees, any volunteers, authorised Contractors and Agents (ASCT) will endeavour all due professional care and diligence in all Tourism matters.
- The membership applicant, together with represented businesses, in signing the Membership form agrees to fully indemnify ASCT against any liability, loss, damage or costs (including legal on a full indemnity basis) incurred, arising from or in connection with:
  1. Any breach of membership conditions.
  2. Any member appropriate information provided by ASCT.
  3. Any matters arising out of Accommodation and/or Events, including (but not limited) to bookings, booking parties and the accommodation provided, overbooking or unforeseen damage or natural disaster circumstances.
  4. Any ASCT website or other online portal/facility being unavailable, interrupted and/or not working properly.
  5. Any perceived reputational or operation damage arising from content posted on any online instrument by another party other than (where technology allows) the removal, by the ASCT, of such content, in a timely manner determined by ASCT operational hours and resources.

### TERMS AND CONDITIONS – Accommodation Operators

#### PROPERTY MANAGEMENT

- Either an accommodation manager/caretaker must be on site to meet and greet guests on arrival, OR check-in/key pick-up instructions must be made available to the guest prior to arrival.
  - Customer information is to be clearly visible including hot water service, firewood, gas supply.
  - A 24-hour emergency contact number to be made available to guests if there is no manager on site. This may be the owner/operator's cleaner, caretaker or other operator authorised person/s. This 24-hour contact must be clearly displayed at the property and, where possible, included in information supplied to the booking party. This person must be available to deal with property management issues.
  - It is the responsibility of the 24-hour emergency contact person to ensure that the property and its contents are in working and safe order.
  - Operators must ensure that adequate arrangements for the removal of rubbish and recycling have been put in place, particularly during peak times.
  - The Operator warrants that the accommodation is serviceable and in good working order prior to occupancy.
- ASCT, together with Visitor Centre staff are not property managers and does not supply a property management service.

#### WEBSITES AND DETAILS

Eligible members using the ASC/ASCT Content Management System (CMS) must not undertake any content that relates in any way to an alternative booking facility.

#### CANCELLATION POLICY

All bookable products, including, but not limited to accommodation and events, must clearly publish their cancellation and refund policy.

If the operator does not specify a cancellation fee, then the ASCT standard cancellation policy will apply: "ASCT Standard Cancellation Policy" stipulates that if a booking is cancelled greater than 30 days prior to check-in, then a \$50 administration fee is levied and held. No monies are remitted to the operator. If a booking is cancelled less than 30 days but greater than 7 days prior to check-in, one night's tariff plus a \$50 administration fee is levied. The one-night tariff is remitted to the operator and ASCT retains the administration fee. If less than 7 days prior to check-in, then no refund is made. Full payment to operator less commission charge."

#### BOND/SECURITY DEPOSITS

ASCT will assist in securing pre-authorised bonds for Operators where this condition has been recorded in their Bookeasy Console for viewing by prospective guests. The nominated bond amount will be preauthorised by ASCT staff on behalf of the Operator on the guest's day of arrival. This bond is pre-authorised for a period of 7 days only after which time it will automatically be released by the guest's financial institution back into their nominated bank account.

If during the period of stay the bond in part or full is to be withheld for any reason, in accordance with the conditions stipulated, then written communication is to be provided to ASCT prior to the expiry of the pre-authorised period for consideration, approval and subsequent processing in liaison with the guest. Should further compensation in addition to the bond amount stipulated be required, then the Operator must contact the respective Visitor Centre Manager to discuss the matter further and sort a resolution. ASCT will not be held liable for any costs incurred or monies lost and classed as non-recoverable, should this amount to the result of the resolution.

The ongoing evolution of the Amazing South Coast and Amazing South Coast (Tourism) Inc. may include a number of overall and membership platform, product, service and process enhancements and new initiatives and therefore reserves the absolute right to vary these conditions. Every reasonable endeavour will be made to inform and engage members and stakeholders who are impacted or have an interest in these changes.

AMAZING SOUTH COAST TOURISM Inc  
Association Reg No. A1025162M  
**MEMBERSHIP APPLICATION** 2018/19  
**Membership Conditions**