

TERMS AND CONDITIONS

PARTNERSHIP CODE OF CONDUCT

- Partners to act professionally and conduct their business activity with a high level of customer service, care and consideration towards the MVC, its partners, customers, staff and the community.
- Partners ensure claims in advertising and marketing a product or service are true (including imagery), and never misleading.
- Partners are to consider interests of local communities and endeavour to ensure the impacts on businesses, community life and environment are positive and beneficial.
- Partners are to manage their business effectively and efficiently, enhancing the reputation of tourism in the Mandurah region.
- Respond and resolve customer complaints in a timely and courteous manner and review business processes and policies when necessary.
- Partners are to be ambassadors for tourism in the Mandurah region and help promote community understanding of the importance of tourism as a vital contributor to the Mandurah region's economy and quality of life.

WAIVER AND INDEMNITY RELEASE

- We acknowledge the MVC will not be responsible for any loss or damage to our product or brochure due to circumstances beyond MVC control.
- We agree to fully indemnify the MVC against any and all liability, loss, damages or costs (including legal costs on a full indemnity basis) incurred arising from or in connection with any of the following:
 - Any breach by us of the warranties contained in this document, the MVC Code of Conduct and/or the MVC Terms & Conditions;
 - Any information or details provided by us to the MVC or the public about any accommodation, tours, products or services;
 - Any confirmed bookings made through the MVC that are subsequently not fulfilled by us due to sale of business, overbooking, or unforeseen circumstances such as damage or natural disaster; and/or
 - Any persons who stay at our accommodation, participate in our tours or use any of products or services.
- We agree to release the MVC from any claim for, and agree that the MVC is not liable for, any damage, loss or injury whatsoever to us arising from, and costs incurred in connection with:
 - The use of the visitmandurah.com website, MVC booking service or other membership benefits; or
 - The visitmandurah.com website being interrupted, unavailable or not working properly.
- We agree that to the maximum extent permitted by law the MVC is not and will not be liable in any circumstances for any interruption to our business and/or any loss of profits, loss of data or any consequential or indirect losses suffered or incurred by us.
- We agree to allow our information and images to be shared with Visit Mandurah for promotional purposes.

BROCHURE RACKING POLICY

- All partnership fees are paid in full.
- Brochure itself to be of appropriate quality. Black and white photocopies and brochures that contain misleading, out of date or incorrect information will not be displayed.
- A sufficient quantity to be provided to the MVC, relevant to the demand envisaged.
- It is the partners responsibility to provide brochures to the MVC. Two brochure reminders will be emailed to partners when stocks are low.
- To maintain visible appeal of the centre, empty brochure racks will not be displayed. These will be removed from the designated areas and replaced when the partners brochures have been re-supplied.

PARTNERSHIP FEES

- All prices are inclusive of GST.
- Prices and periods run from 1 July 2024 to 30 June 2025.
- On receiving confirmation, a tax invoice will be issued.
- Payment terms will be stated on the invoice. Failure to pay invoice on time may result in your partnership or services being cancelled and promotional advertising being removed.
- Partnership fees are non-refundable.

PARTNER RESPONSIBILITIES

As a partner of the Mandurah Visitor Centre (MVC) you acknowledge and agree to the MVC Terms and Conditions and Code of Conduct. Note: MVC refers to its officers, employees and volunteers.

- All partners must hold the required licences, permits and/or approvals to operate their business, all of which must be current and up to date.
- All partners must hold the appropriate cover of insurance including public liability and workers compensation, if applicable.
- We undertake to notify the MVC immediately if any of the above are cancelled, expire or otherwise become inoperative during the membership period.
- All operators must have an Australian Business Number and Registered Business Name (unless you trade using your name only – refer to www.business.gov.au for advice).
- The operators Australian Tourism Data Warehouse (ATDW) listing is the responsibility of the tourism operator to set up and maintain.
- For the partnership application to be accepted, operators must agree to the terms and conditions, and pay partnership fees.
- It is the responsibility of the partner to advise the MVC in writing of any changes in property ownership, contact details and changes to bank account details which occur during the partnership period.
- MVC has the right to regularly audit partners. Should MVC feel the customer service level falls below expectations, MVC reserves the right to review partnership agreement.

BOOKABLE PARTNERSHIPS

- Commission is payable on ALL bookings made online or through MVC - Red Partners and Gold Partners full commission rate of 15% payable.
- We reserve the right to notify in writing with 14 days' notice should there be any change to commission structures. It is the operator's responsibility to ensure that MVC are advised of any cancellation policy or booking conditions, in the absence of specific policies we will default to standard MVC booking conditions and cancellation policy.
- Partners are responsible for ensuring their rates, availability and cancellation policies are always up to date and inform the MVC, in writing, of any changes.
- MVC processes operator payments at the beginning of each month, for the booking/sales which have been redeemed in the previous month. These payments will be paid within 21 days following the end of the month. The payment for advance bookings will be held in trust with MVC until booking/sale has been redeemed. This allows the MVC to make any alterations or refunds.
- The partner will be notified by the MVC of any formal complaints. The partner must use reasonable endeavours to resolve all complaints of customers who have made their booking via the MVC within 7 days of the receipt of the complaint from the customer.

