



These Terms and Conditions are made between BCP Council, "**BCP**", and the advertiser "**Advertiser**".

## **BOURNEMOUTH, CHRISTCHURCH & POOLE COUNCIL ("BCP") TOURISM MEMBERSHIP SCHEME TERMS AND CONDITIONS**

1. The term of this Agreement is from 1 April 2023 to 31 March 2024. If this Agreement is commenced after 1 April 2022 it will start after 5 Working Days of receipt of a completed booking form and conclude on 31 March 2024 (irrespective of the joining date).
2. The Advertiser shall pay the agreed Fees due to BCP by the method and within the timescale specified by BCP for the Agreement to be valid and binding on both Parties.
3. If the Advertiser does not pay the Fees in full within the specified time, BCP will have no obligation to provide the services to the Advertiser and shall be entitled to cease providing the services with immediate effect and without any liability to the Advertiser.
4. BCP (acting reasonably) reserves the right to remove any Advertiser from the Tourism membership scheme.
5. BCP has the right to edit/abbreviate text in a website entry if it does not comply with the guideline notes provided and/or if the rich text description on the web entries hyperlinks cannot link through to third parties.
6. Advertisers agree to supply at least 1 image for their page on the prevalent BCP tourism websites. All images and artwork supplied must be of a high resolution: 300dpi file. Each Advertiser agrees that BCP will not be held responsible for the final quality standard of website images and artwork supplied if they are less than 300dpi.
7. Any and all Advertiser's business details will be displayed via various electronic systems. It is the individual Advertiser's responsibility to communicate with BCP in writing if the Advertiser wishes to change its information including its contact details and opening times.
8. The Advertiser shall indemnify BCP against any and all losses, damages, costs, and expenses by reason or on account of any libel or any infringement of copyright due to copy and/or photographs supplied by the Advertiser to BCP and/or downloaded from the Advertiser's official website by an authorised representative for the purposes of promoting the Advertiser through BCP's website or promotional activities.
9. BCP reserves the right to decline or reject any particular application for inclusion on the websites at any time, in appropriate circumstances, whether the amount due in respect of the advertisement has been paid or not. In the event of an initial application being rejected by BCP after payment by the Advertiser, before the commencement of any proposed Agreement, then a refund of any monies received by BCP will be made within 28 days.
10. BCP will not be responsible for any delay or cancellation caused by any other cause beyond its reasonable control.
11. BCP shall not be liable for any loss or damage caused by website faults or maintenance.
12. Copyright: It is the Advertiser's responsibility to ensure that its website entry is correct and does not contravene any and all applicable legislation and/or infringes any copyright. If BCP considers that any statement contravenes either, it reserves the right to withdraw or alter the statement (acting reasonably) the submission of images by the Advertiser shall be deemed to incorporate an agreement to indemnify BCP against consequences of any prosecution under any and all applicable legislation and all other civil proceeding whatsoever consequent upon the publication of the entry.
13. BCP and all other persons involved in creating, producing, hosting, or delivering Site content shall not be liable for any direct, indirect, special, incidental, consequential or punitive damages, including in respect of loss of data, loss of profit, business interruption or time incurred or damages of any other nature (including arising out of negligence and other torts) that result from the use of, or the inability to use Site content.
14. The Advertiser agrees to comply with any and all statutory, legislative, and regulatory requirements in relation to this Agreement and agrees to indemnify BCP against any and all losses or damages which occur as a result of any and all breaches of such statutory, legislative or regulatory requirements.
15. BCP has the right to edit/abbreviate text in a website entry if it does not comply with BCP's policies.
16. BCP disclaims any liability in the event of the websites becoming unavailable as a result of maintenance, or any other circumstances beyond BCP's control including third party failure unless said failure exceeds 28 days in any one calendar year.
17. (Attractions and activities). Promotional leaflets can be displayed in the Tourist Information Centre at Pier Approach, Bournemouth and/or in the Tourist Information Centre at Poole Museum. It is the Advertiser's responsibility to arrange delivery of and to provide stock of these leaflets in DL format only. BCP reserves the right to refuse display of any leaflet under the same terms as website entries.
18. Bookings made via third party booking systems will be between the end consumer and the Advertiser and the Advertiser shall indemnify BCP against all losses, damages, costs, and expenses that BCP may incur as a result of bookings made via such third-party booking systems.
19. BCP disclaims any liability for the accuracy of the data that any and all End Consumers have entered in the Booking Centre in order to book the Advertiser's services, including without limitation whether the End Consumers actually exist and whether the stated names and

- contact details are correct.
20. BCP disclaims any liability for any and all End Consumers' authorisation to use the tendered credit card or any other form of payment and/or for the validity of the method of payment.
  21. Both Parties agree to comply with any and all applicable laws, regulations, directives, statutes, subordinate legislation, common law, and civil codes of any jurisdiction together with all codes of practice having force of law, statutory guidance, regulatory policy or guidance or industry codes of practice.
  22. This Agreement and any dispute or claim arising out of it or in connection with it or its subject matter shall be governed by

and construed in accordance with the laws of England and Wales and the Parties irrevocably submit to the exclusive jurisdiction of the Courts of England to settle any dispute or claim that arises out of or in connection with this Agreement.

#### **ADDITIONAL TERMS AND CONDITIONS FOR ACCOMMODATION PROVIDERS.**

23. All information in the accommodation information sheet is required to be in accordance with the terms of BCP's sales pack including the specified font/style.

24. Reference to AA, Quality in Tourism grading or appointments can only be accepted with the prior agreement of such organisation(s).
25. The Advertiser agrees to comply with any and all legislative, statutory, and regulatory obligations of the Advertiser in relation to this Agreement and will indemnify BCP as a result of any breach of such obligations.
26. On receipt of any complaint, an Advertiser shall permit BCP's duly authorised representative upon giving the Advertiser with at least 2 Working Days' notice to enter upon and inspect the premises advertised, or to be advertised, or any part thereof used in

connection with holiday guest accommodation. BCP reserves the right to de-register accommodation at its discretion (acting reasonably).

27. The Advertiser agrees to comply with any and all legislative, regulatory, and statutory requirements in relation to this Agreement.
28. If the grading of the accommodation changes and/or there is a change of ownership of the Advertiser, it is the sole responsibility of the Advertiser to promptly inform BCP in writing and to inform members of the public enquiring about accommodation, and customers who have booked, of any and all of such change(s).