

# Bournemouth & Poole Tourism's General Terms & Conditions for Partnership 2019

These terms and conditions are between Bournemouth Borough Council, thereafter "The Council", and the advertiser, thereafter "Partner". The terms and conditions can be found on the Bournemouth & Poole Tourism websites: [www.bournemouth.co.uk](http://www.bournemouth.co.uk) and [www.pooletourism.com](http://www.pooletourism.com)

The Council reserve the right to amend/change these terms and conditions at any point without prior notification. An up-to-date copy of the terms and conditions can be viewed on [www.bournemouth.co.uk](http://www.bournemouth.co.uk) and [www.pooletourism.com](http://www.pooletourism.com)



## **BOURNEMOUTH & POOLE TOURISM'S TERMS AND CONDITIONS OF PARTNERSHIP 2019.**

- 1 The Partnership runs from 1<sup>st</sup> February 2019 to 31<sup>st</sup> January 2020. (If Partnership is joined any time after 1<sup>st</sup> February it will start within one working week of receipt of a completed booking form and still conclude on 31<sup>st</sup> January 2020 regardless of joining date).
- 2 The Partner shall pay the agreed Fees due to The Council by the method and within the timescale specified by The Council for the Partnership to be valid.
- 3 If a Partner does not pay the Fees in full within the specified time, the Council will have no obligation to provide the relevant products and services to the Partner and shall be entitled to cease providing the relevant products and services with immediate effect and without any liability to the Partner.
- 4 Bournemouth & Poole Tourism reserves the right to remove any Partner from the Partnership programme if more than three written complaints of a similar nature are received in any twelve-month period.
- 5 Bournemouth & Poole Tourism reserves the right to remove any Partner from the Partnership programme if the establishment falls drastically below standards expected to be offered to end consumers, including but not limited to receiving a zero rating for food hygiene by environmental health.
- 6 The Council has the right to edit/abbreviate text in a website entry if it does not comply with the guideline notes provided.
- 7 Partners must supply at least one image for their page on [www.bournemouth.co.uk](http://www.bournemouth.co.uk) and/ or [www.pooletourism.com](http://www.pooletourism.com). All images and artwork supplied must be of a high resolution – 300dpi file. The Council cannot be held responsible for the final quality standard of website images and artwork supplied if they are less than 300dpi.
- 8 Partners' business details will be displayed via various electronic systems – it is essential to contact this office should any change arise (contact details, opening times, etc.).
- 9 The Partner shall indemnify The Council against 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 Partner to The Council or downloaded from the Partner's official website by an authorised representative for the purposes of promoting the Partner through Bournemouth & Poole Tourism's website or promotional activities.
- 10 The Council reserves the right to decline or reject any particular application for inclusion on the website 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 The Council after payment by the Partner, before the commencement of Partnership benefits, a refund will be made.

- 11 The Council will use every endeavour to ensure the due performance of the Contract, but will not be responsible for any delay or cancellation caused by the inability to secure labour or materials, or as a result of any strike or other labour dispute, or any other cause beyond their control.
- 12 The Council shall not be liable for any loss or damage caused by website faults or maintenance.
- 13 Copyright: It is the Partner's responsibility to ensure that their website entry is correct and does not contravene the Trade Descriptions Act 1968, or infringes any copyright. If the Council considers that any statement contravenes either, they reserve the right to withdraw or alter the statement but will make every effort to consult with the Partners prior to alteration or deletion. The submission of images by the Partner shall be deemed to incorporate an agreement to indemnify The Council against consequences of any prosecution under the Act and all other civil proceeding whatsoever consequent upon the publication of the entry.
- 14 Place of contract performance shall be the place where the Services are provided.
- 15 Bournemouth Borough Council, 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, even if Bournemouth Borough Council or an authorised representative has been advised of the possibility of such damages.
- 16 A Partner's establishment must comply with all statutory and regulatory requirements in the operation of a Partner's business in relation to all health and safety, environmental health, consumer protection, data protection and Copyright requirements and will indemnify the Council against any losses or damages which occur as a result of any breach of those statutory and regulatory requirements.
- 17 The Council has the right to edit/abbreviate text in a website entry if it does not comply with Bournemouth & Poole Tourism policies.
- 18 For a business to join the Bournemouth & Poole Tourism Partnership organised by Bournemouth Borough Council (The Council) as a Partner does

not guarantee inclusion in Bournemouth & Poole Tourism publications/promotions/campaigns.

- 19 The Council disclaims any liability in the event of the website and / or polling system becoming unavailable as a result of maintenance, or any other circumstances beyond The Council's control including third party failure unless said failure exceeds 28 days in any one calendar year. The Council will then determine an appropriate level of remuneration depending on the time of year over that 28 days.
- 20 (Attractions and activities) 1 DL Promotional leaflet can be displayed in the Tourist Information Centre at Pier Approach, Bournemouth or in the Tourist Information Centre at Poole Museum. It is the Partners responsibility to arrange delivery and stock of these leaflets in DL format only. We reserve the right to refuse display of any leaflet under the same terms as website entries.
- 21 The Council shall hold the Partner's contact details in a central database to be used for the purposes of contacting the Partner's regarding any information, newsletters or opportunities relevant to the Partnership. By joining the Partnership, the Partner agrees to be contacted via post, email or telephone.
- 22 The contract will be governed by English Law.

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

- 23 Information in the accommodation information sheet will follow the standardised style indicated in the sales pack. All information content must comply with the restrictions laid out within the sales pack.
- 24 Reference to AA/ Quality in Tourism grading or appointments can only be accepted with the authority of these organisations. Wrongful display is in breach of Trading Standards legislation.
- 25 A Partner's establishment must comply with all statutory and regulatory requirements in the operation of a Partner's accommodation business in relation to all health and safety, environmental health, consumer protection, data protection and Copyright requirements and will indemnify the Council as a result of any breach of those statutory and regulatory requirements.
- 26 On receipt of a complaint, a Partner shall permit The Council's duly authorised representative at any reasonable time in the day, to enter upon and inspect the premises advertised, or to be advertised, or any part thereof used for, or in connection with, holiday guest accommodation. The Council reserves the right to de-register accommodation after three justified complaints, at their discretion.
- 27 The Council point out that all accommodation listings provided by a Partner will meet with the

DTI Price Display Orders 1977 and Consumer Protection from Unfair Trading Regulations 2008. It is not compulsory for Partner's accommodation businesses to be nationally graded and being eligible for Partnership and promotional activities.

- 28 Should, for any reason whatsoever, accommodation change grading, or as a result of change of ownership or any other such condition, it is the responsibility of the owner to inform The Council and to inform members of the public enquiring about accommodation, and customers who have booked, of the change.
- 29 If requested by the accommodation provider, The Council will poll inventory from other accommodation booking engines which will appear on [www.bournemouth.co.uk](http://www.bournemouth.co.uk) and/or [www.pooletourism.com](http://www.pooletourism.com). Their individual commission rates and terms and conditions apply
- 30 The Council disclaims any liability in the event of any aforementioned booking engines becoming unavailable to poll through to [bournemouth.co.uk](http://bournemouth.co.uk) and/or [pooletourism.com](http://pooletourism.com) or in the event they cease to operate temporarily or permanently.
- 31 Bookings made via third party booking systems will be between the end consumer and business via and the Partner shall indemnify The Council against all losses, damages, costs and expenses which may occur as a result of bookings made via these third party booking systems.
- 32 The Council cannot get involved in contractual disputes between the Partner and the End Consumer.
- 33 The Council disclaims any liability for the accuracy of the data End Consumers have entered in the Booking Centre in order to book the Partners' services, including without limitation whether the End Consumers actually exist and whether the stated names and addresses are correct.
- 34 The Council disclaims any liability for the End Consumers authorisation to use the tendered credit card or any other form of payment, for the validity of the tendered credit card and for the End Consumers credit standing.
- 35 Your data will be stored in compliance with the General Data Protection Regulation. The information collected will be used for the Tourism Partnership and relevant trade communications. Full policy can be found on the website.
- 36 The contract will be governed by English Law.