

GEOGRAPHE BAY TOURISM ASSOCIATION

CONDITIONS OF MEMBERSHIP

1. All members of the Association agree to be bound by the rules and policies from time to time adopted by the Association or as determined by its governing body.
2. It shall be a condition of membership that all members acknowledge and agree that the breach or failure by a member to comply with any of the membership terms or conditions, or the rules or policies of the Association, shall entitle the Association to suspend membership until that breach has been rectified. Recurring breaches by members shall entitle the Association to cancel that member's membership where in the reasonable opinion of the Association or its governing body the conduct of that member has caused or is likely to cause financial or other loss or injury to the Association or damage its standing, reputation or image.
3. The membership year is from the 1st January to 31st December each year. Members shall promptly pay membership fees when invoiced. Members whose fees are not paid on or before 24th November shall not have their business included on the following year's Regional Map.
4. A six month membership option is available for the 6 months from 1st January to 30th June or from 1st July to 31st December in any year. Inclusion in the Visitor Guide or Regional Map for the following year is only available to 6 month members on payment of a 50% deposit on the membership fees for the following year.
5. Membership levels for accommodation and property management operators are determined by the Association by the total number of bedrooms available.
6. Non-regional members are not entitled to vote at meetings of the Association or to utilise the Association's regional image library. Non-regional members are defined as those having their primary point of sale located outside the Shires of Busselton and Augusta-Margaret River.
7. Memberships and membership fees are not transferable and not refundable. Membership of the Association is at the discretion of the Association through its governing body.
8. Members shall regularly check the accuracy of all promotional and other information provided to them by the Association and shall immediately correct any errors or omissions. Members must immediately disclose to the Association all

changes in their booking terms and conditions, facilities, or services, or any other factor which may adversely affect persons booking those services or accommodation.

9. On all advertising and promotional material members shall identify themselves as members of the Association and acknowledge their membership of it.
10. Members acknowledge and agree that they will not receive payment for bookings made by the Association until at least 5 days after the completion of the relevant tour or accommodation booked through the Association.
11. In consideration of the Association allowing members access to its website/**online distribution** system, each member shall provide to the Association its access codes to the website/**system provider** to enable the Association to undertake website maintenance and error corrections. Members authorise all such maintenance and corrections.
12. All members shall participate in any regional or other coordinated advertising, marketing or promotion undertaken by the Association.
13. Members consent to the Association including the member's business in any advertising or promotion (whether specific or regional) undertaken by the Association from time to time.
14. Members consent to the use by the Association of their intellectual property rights comprising the members' name, logo, published photographs and information, for the purpose of all promotion, advertising and referral of that members' business undertaken by the Association.
15. Members warrant in favour of the Association:
 - (a) the accuracy of all advertised information provided by the member,
 - (b) that the member shall employ competent and (where necessary) qualified personnel in the running of its business,
 - (c) that the member shall at all times take out and keep current all insurance as required by law,
 - (d) that they shall obtain and keep current all required and appropriate business licensing and public liability insurance, and
 - (e) that they are the sole owner of the intellectual property rights referred to in condition 15, or have lawful authority to give that consent.
16. Members shall accept all bookings made for them from the Dunsborough and Busselton Visitor Centres of the Association and shall pay to the Association its usual or published commission rates from time to time for accommodation and tour operation bookings made through the Association.

17. Members (accommodation and tour operators only) are required to conduct a bank account in the same name as the member's business name to facilitate processing booking deposits and payments.
18. Members agree that all booking deposits and payments shall comply with the Association's deposit policy of one night's tariff, with final payment to be made directly to the member at the time of arrival or checking out (for accommodation and tour operators only).
19. Members' brochures must be DL size to be racked at the Association's Visitor Centres. Members with composite businesses (level 1 and 2) may rack one DL size promotional brochure for each business in the Association's Visitor Centre racks.
20. Members must ensure that the Association's Visitor Centres at all times have direct telephone numbers for communication with owners/managers of all accommodation and tour operator members. Accommodation and tour operator members shall at all times provide up to date telephone and/or mobile telephone contact numbers to the Association, and all members warrant the accuracy of the information provided by them to the Association.
21. Members shall at all times keep and display adequate signage at their place of business to ensure safe and easy access by members of the public.
22. Members (accommodation and tour operators only) shall ensure that a manager/caretaker is available to meet and greet all guests on arrival, or shall have keys made available on arrival at the property.
23. A 24 hour emergency contact number must be made available by all accommodation members for the use of their guests, as necessary.
24. Members are not required, but are encouraged, to obtain Tourism Council of Australia (TCA) accreditation.
25. It is a condition of membership that each member indemnifies and shall keep effectively indemnified the Association from and against all damages, claims, costs, expenses and liabilities whatsoever suffered or incurred by the Association as the result of:
 - (a) members of the public or others making bookings through the Association which bookings are subsequently disputed or cancelled due (in whole or in part) to the lack of information or incorrect information provided by the member to the Association or the failure by the member to keep the Association fully informed and up to date in respect of all changes to the facilities and/or services offered or provided by the member, and/or
 - (b) the member breaching any warranty given by the member to the Association.

