

## Membership Terms and Conditions

Bundaberg Tourism commits to privacy principles in relation to storage, use and release of personal and or commercial "in confidence" information. BT will ensure the protection and correct use of databases of external contacts, members and directories. BT maintains on record only the details included in each membership application.

Membership acceptance is subject to Bundaberg Tourism membership terms and conditions as follows:

1. Agree to be bound by the terms of the BT constitution, code of conduct and any other relevant specifications of membership levels as contained on our website
2. Membership is based on submission of the completed application form and agreement with these terms and conditions.
3. Membership is subject to formal acceptance by the BT Board of Directors.<sup>1</sup>
4. BT reserves the right to decline membership:
  - a. Where the level of membership selected is considered inappropriate.
  - b. Where the individual/business has been previously declined.
  - c. At the discretion of the BT Board of Directors.
5. On joining Bundaberg Tourism you confirm that your business has all necessary approvals and permits to operate, including being compliant with local and state regulations.
6. On joining Bundaberg Tourism and participating in marketing activity that will attract visitation to your business, you confirm that you have all appropriate Public Liability Insurance cover and will ensure this cover remains in place during the term of your membership.
7. Members joining BT in the first half of the financial year will pay the full annual rate. Members joining in the second half of the financial year will pay a pro-rata amount based on the monthly rate plus an administration fee of \$25.
8. Membership is for one year commencing on 1 July.
9. Bundaberg Tourism membership fees are a deduction for tax purposes. BT is registered for GST and has an obligation to collect GST on all fees. All fees listed are exclusive of GST.
10. Any individual/business in any class of membership will not commence receiving membership benefits until payment has been received.
11. Membership fees must be paid annually in advance.
12. Membership will automatically renew each year.
  - a. You will receive correspondence prior to 1<sup>st</sup> July outlining level of membership and the appropriate annual fee.
  - b. If you wish to cancel, change details or amend membership level you must advise Bundaberg Tourism in writing. If notice is not received, your membership will automatically renew for a further 12 months and payment will be required.
  - c. A membership invoice will be emailed to you.
13. BT reserves the right to amend, add or remove any membership conditions at any time, in its sole discretion, without notice. Any changes will be reflected on our website.
14. We can amend our Membership fees annually by providing written notice to that effect at least 30 days before the change will take effect.
15. Cancellation of membership:
  - a. All members must give 14 days' written notice to BT of intended cancellation of membership.
  - b. If payment for membership is not received within 30 days of application, or membership renewal, or is more than 30 days overdue. BT reserves the right to discontinue any membership benefits.
  - c. Membership fees are non-refundable, non-negotiable or non-transferable. Pro rata refunds are not available.

<sup>1</sup> Extract from Constitution: ADMISSION

At the next meeting of the Board of Directors after receipt of an application and payment for membership, such application shall be considered by the Board of Directors whereby they will determine the admission or rejection of the applicant. An application for membership to the organisation, shall be deemed to have been accepted if the vote for acceptance is equal to half the number of Directors on the Board plus one (1).

Electronic means to accept membership applications may be used, e.g. a flying minute to the Board of Directors seeking acceptance; particularly if a Board Meeting is not due to be held in the short-term. An application for membership to the organisation, shall be deemed to have been accepted by this means if acceptance in this positive is received by email equal to half the number of Directors present at the meeting.

If an application for membership is rejected, the Directors of the Board are not required to give a reason.

## Code of Conduct

The Bundaberg Region and the Southern Great Barrier Reef is a premium destination and consumer expectation is high. To create a sustainable economy, we continually strive to improve our business practices and bridge the gap between expectation and delivery. We therefore encourage our industry to strive for best practice and have a code in place for all BT members.

The objectives for the code are:

- To provide guidelines to businesses on the minimum acceptable standards and practices in the Bundaberg region;
- To encourage self-regulation within the tourism industry;
- To lead by example;
- To contribute to a sustainable and quality tourism industry;
- Establish a framework for professional behaviour and practices.

Members agree to adhere to the following principles of professional ethics. Failure to adhere may result in the exclusion or termination of an operator from membership and its associated benefits.

### Business relations

- Members shall, where possible, inform their customers of pertinent facts concerning the service offered to consumers;
- Members shall provide factual and timely information to trade and consumers;
- Members shall inform their employees, Bundaberg Tourism, trade and industry of any alterations to their product or services;
- Any practices that are considered illegal or may be deemed by the Board as damaging to the integrity of the tourism industry shall have membership cancelled;
- Likewise, any practices or conduct deemed by the Board to be damaging to the reputation of the Bundaberg region will have their membership cancelled;
- When advertising or promoting their business or the Bundaberg Region, operators are to avoid using superlatives or misleading information in accordance with fair trading regulations;
- Members will offer fair and impartial representation of other members and/or products they represent, and act in a professional manner if information is sought by a competitor;
- Members shall encourage partnership of Bundaberg Tourism to enable sustainability, growth and economic success to the region.
- Members understand that any business in breach of this code of conduct - either verbally, in person, in writing or whilst using social media - may have membership with Bundaberg Tourism suspended or cancelled.
- Bundaberg Tourism will not be liable for any claims, loss or damages, financial or otherwise, that may be caused by its members.

### Conduct of members:

- Members are encouraged to support sustainable practices that minimise operational and environmental impacts and operate in a manner that enhances and preserves the natural, social, cultural, and economic values of the region;
- Members should lead by example;
- All feasible steps should be taken to manage the public's exposure to risk and hazards and manage this according to current best practice and compliance;
- All operations shall be in accordance with statutory requirements relevant to their operations inclusive of discrimination, harassment and safety;
- Members are required to aim to strive for excellence in quality of service to customers and to foster best practice ethics;
- Members shall treat other partners, Board members, committee members, and staff with respect and in a professional and courteous manner;
- Members shall act to promote the best interests of the region as a premium destination.

#### Dealing with complaints:

- If a complaint is made about another operator by trade, consumers or another business that operator shall take steps to amicably deal with the complaint;
- If the complaint breaches the code of conduct, negatively impacts on your business and/or the region it should be reported through the complaint's procedure (see below).

#### Compliance and monitoring

The code will be used to inspire and reward better business practices and be used as a catalyst to help industry develop. Breaches will be seen as areas of business and industry improvement. If the code is breached – the reasons why will be investigated, and a program of self-improvement developed in consultation with relevant agencies to overcome the issue. This could require such things as work force development, management training, customer service training etc. However, if the code is breached more than three times, BT may, at their discretion, terminate partnership and benefits and all relevant agencies will be notified of the breach.

Monitoring will be undertaken in a number of ways, including:

- By the industry itself – who agree to monitor other partners as part of the code:
- Customer feedback via our digital channels or directly.
- Liaison with other agencies - such as the Council, TEQ, QTIC, TA
- Site inspections by BT staff
- Other monitoring of consumer, trade & industry feedback where relevant.

#### *Breaches of the code include:*

- Misuse of brand;
- A report of misconduct or unsafe practices;
- Other instances as deemed to breach the code as determined by BT at our discretion.

#### *Reporting a breach or complaint*

1. A detailed, written statement is completed using the [BT Complaints Form](#).
2. This includes complaints by or via partners or direct complaints by customers to BT and/or other government agencies;
3. Once completed and signed the form should be forwarded to the relevant authority at BT;
4. BT will acknowledge receipt of the breach/complaint in writing to the complainant within 14 days of receipt;
5. If the complaint does not breach the Code of Conduct it will be resolved by BT – this will be via liaison with the complainant and all interested parties;
6. If the Code of Conduct has been breached BT will notify the organisation, business or individual of the complaint allowing 14 days for the organisation to respond in writing;
7. A detailed report outlining the breach and the communication to date will be tabled at the next BT Board meeting, with recommendations regarding applicable actions;
8. The BT Board will assess the complaint/breach, the response from the organisation, business or individual and determine future actions;
9. BT will work proactively with the partner to address the issues or problems;
10. If the code is breached on more than three occasions alongside failure to implement recommendations made by the Board, partnership and benefits will be terminated and all relevant agencies notified of the breach.

#### *Who should you make your complaint to?*

- If your complaint is about a standard of service, a BT project, communications from, or the behaviour of, a staff member: direct your complaint to the Chief Executive Officer.
- If your complaint is about a standard of service, business practice or the behaviour of a BT member: direct your complaint to the Chief Executive Officer.
- If your complaint is about a member of the Board, or the Board of BT: direct your complaint to the Chief Executive Officer.
- If your complaint is about the Chief Executive Officer: direct your complaint to the Chairman of the BT Board.

#### *What happens then?*

You will receive an acknowledgement from BT within 14 days of BT receiving your complaint. This acknowledgement will explain the actions BT has agreed to.