

## Discover Frankston - Participant Agreement

### 1. Purpose

- 1.1 An initiative of Frankston City Council (FCC) and Frankston Visitor Information Centre (FVIC being a trading entity of FCC) to actively promote the Frankston and Mornington Peninsula regions (Region) as events, arts and cultural destinations through the participation membership of tourism focussed businesses (Participant) to be conducted in accordance with this Participant Agreement and known as Discover Frankston.

### 2. Participation

- 2.1 The Participant agrees that in consideration of its application for membership of Discover Frankston:
- 2.1.1 it is a tourism oriented business situated in the Region or if the Participant is not based in the Region, the Participant has an actual or reasonably anticipated connection with the Region.
  - 2.1.2 it will provide goods and services in the Region.
  - 2.1.3 it shall abide by the Code of Conduct and Ticketing Terms and Conditions (where the latter is subscribed to by the Participant and is referred to throughout as the Booking Service) and which form part of this Participation Agreement.
  - 2.1.4 participation membership of Discover Frankston is subject to initial review and approval of FCC.
  - 2.1.5 it shall pay the fee for participation membership of Discover Frankston;
  - 2.1.6 the participation fee is non-refundable once membership is approved by FCC.
  - 2.1.7 the Participant's active participation in Discover Frankston activities is an ideal way to maximise business benefits, such as the booking service, marketing projects, proactively supplying content for the website, and contributions to the industry e-newsletter.
  - 2.1.8 the continuation of membership of Discover Frankston is conditional upon the Participant complying with the terms of this Participant Agreement.
  - 2.1.9 FCC is subject to the Victorian *Privacy and Data Protection Act 2014* and will handle personal information in accordance with the Information Privacy Principles in that legislation and FCC's privacy policy.
  - 2.1.10 that FCC and FVIC shall have absolute discretion to refuse any marketing, promotional or business material of whatsoever kind provided by the Participant that is considered to be offensive, discriminatory, insensitive, political, irrelevant to tourism, unrelated to or not deemed in the interests of the Purpose.

- 2.1.11 that its relationship with FCC and FVIC is not one of partnership or joint venture and that FCC and FVIC is a provider of services only for the Purpose.
- 2.1.12 that it has no proprietary rights or interest of whatsoever kind in the tangible and intangible property of FCC, FVIC or Discover Frankston in existence or that which is created and developed for the Purpose (save solely for any content that the Participant provides) and that it is solely the recipient of services pursuant to its participation membership and this Participation Agreement.

### **3. Financial responsibilities**

#### **3.1 The Participant agrees that:**

- 3.1.1 it will be designated one debtor account for financial purposes by FCC.
- 3.1.2 all invoices/payments will be issued by FCC. Payment is required in accordance with FCC payment terms stated therein. All invoices are deemed to include a provision for recovery of all reasonable enforcement costs on an indemnity basis in default of payment.
- 3.1.3 outstanding accounts shall exclude participation in Discover Frankston future projects and suspension of membership participation including the suspension of any services to be provided by FCC and FVIC.
- 3.1.4 project bookings submitted by a Participant are considered a financial commitment and will be invoiced according to FCC policy at the point in time.

### **4. Participation Benefits**

#### **Website**

- 4.1 A Participant is entitled to one (1) website listing on discoverfrankston.com with additional website listings available to be purchased from FCC in order to promote their business and its goods and services.
- 4.2 It is the responsibility of a Participant to update and maintain their content on their business listing on the website by submitting updates to FCC via [tourism@frankston.vic.gov.au](mailto:tourism@frankston.vic.gov.au) or such other email address advised by FCC from time to time.
- 4.3 The Participant acknowledges that images form a large component of the website and assist with the promotion and sale of goods and services. To maintain the integrity of the website and of Discover Frankston, it is the responsibility of the Participant to submit images that are relevant and correctly represent the business on their business listing.
- 4.4 The Participant acknowledges that if its business listing does not contain images, its business listing will be published, however a generic logo will be displayed until such time as images are submitted.

#### **Brochures**

- 5.1 The Participant is entitled to submit one (1) type of tourism DL size brochure for display in the relevant category of goods and services in the FVIC.

- 5.2 Brochures must be DL sized (210mm x 99mm). Brochures not complying may not be displayed.
- 5.3 Brochures must be true, accurate and currently representative of the Participant, its goods, services and pricing.
- 5.4 The Participant is responsible for ensuring sufficient brochure stock is supplied to FVIC.
- 5.5 If the Participant is found altering FVIC brochure displays, the Participant may have their brochure display rights revoked.

#### **Information dissemination**

- 6.1 The Participant acknowledges that all communications of whatever form from FCC (including eNewsletters and general correspondence) to the Participant are for viewing by the Participant only and are not to be published or distributed in any print, radio, TV or online format unless prior written approval has been obtained from FCC.
- 6.2 The Participant acknowledges that the Discover Frankston database created and maintained by FCC pursuant to the Discover Frankston initiative is the property of FCC.
- 6.3 If the Participant wishes to communicate with other participants of Discover Frankston they can do so by submitting items for e-newsletters to: [tourism@frankston.vic.gov.au](mailto:tourism@frankston.vic.gov.au).

## **7. Non Compliance**

- 7.1 If the Participant is in breach of the Discover Frankston Participation Agreement which includes the Code of Conduct and Ticketing Terms and Conditions, the Participant will have their participation membership either varied, suspended or revoked.
- 7.2 The following non-compliance process will apply:
  - 7.2.1 the non-compliance issue will be raised with the Participant by FCC in writing and a response required within 5 business days in writing. Issues identified for resolution should be addressed in a timely manner and not more than 5 business days unless otherwise agreed in writing. FCC will then issue a determination to the Participant within a further 5 business days.
  - 7.2.2 if the Participant does not accept the determination of FCC or if the matter remains unresolved or is incapable of resolution or is serious or following succession of multiple non-compliance issues, the Participant's participation membership will either be varied, suspended or revoked at the absolute discretion of FCC. This may include
    - 7.2.2.1 listings and references removed from [discoverfrankston.com](http://discoverfrankston.com).
    - 7.2.2.2 exclusion from e-communication.
    - 7.2.2.3 brochures removed from the FVIC.
    - 7.2.2.4 deactivation from the Booking Service (if applicable).

7.2.2.5 removal from marketing projects and exclusion from attendance at workshops and seminars.

- 7.3 The Participant acknowledges that regardless of what action FCC elects to pursue that customers and members of the public are entitled to lodge a formal complaint against the Participant with Consumer Affairs Victoria regarding matters not resolved to their satisfaction.

## **8. Liability and Release**

- 8.1 FCC and FVIC (including officers, employees and its contractors) are not responsible for and are released by the Participant from any claims for loss of whatsoever kind (including consequential loss), damage or injury in relation to:
- 8.1.1 any matter and/or arising out of the Purpose due to circumstances beyond FCC's and FVIC's reasonable control including pandemic or the outbreak of an infectious or contagious human disease under the Biosecurity Act 2015 (Cth).
  - 8.1.2 the use, inoperability or failure of any FCC or FVIC controlled or operated website including discoverfrankston.com, FVIC's booking services or any other participation benefits or services.
- 8.2 The Participant will fully indemnify FCC and FVIC (and its officers, employees, agents and contractors) against any and all liability, claims, loss (including consequential loss) damage or costs incurred (including legal costs on a full indemnity basis) arising from or in connection with any of the following:
- 8.2.1 any breach by the Participant of this Participation Agreement.
  - 8.2.2 any information or details provided by the Participant or its agents or contractors to FCC or the public about any attraction, accommodation, tours, events, products or services.
  - 8.2.3 any confirmed bookings made through FVIC that are not fulfilled by the Participant for any reason including sale of business, overbooking, unforeseen circumstances such as damage or natural disasters, pandemic or the outbreak of an infectious or contagious human disease under the Biosecurity Act 2015 (Cth).
  - 8.2.4 any person(s) who visit or stay at the Participant's business, venue, accommodation or who is involved or attends the Participant's tours, events or attractions or uses any of its products or services or which are promoted or offered by the Participant.
- 8.3 For the purpose of this Participation Agreement, the Participant warrants that it has the right to offer to the public all events, tours, venues, accommodations, attractions, goods and services that are represented as being a part of its business and is not doing so on behalf of any person or entity.
- 8.4 The Participant acknowledges that FCC has absolute discretion to alter the Purpose or any services that are to be provided pursuant to the Participation Agreement that are reasonably necessary and without notice arising out of any pandemic or the outbreak of an infectious or contagious human disease under the Biosecurity Act 2015 (Cth).

**9. Questions and Feedback**

- 9.1 A Participant should register any questions or feedback to [tourism@frankston.vic.gov.au](mailto:tourism@frankston.vic.gov.au) or PO BOX 490, Frankston 3199 for review and response.

## Discover Frankston - Code of Conduct

### 1 Discover Frankston Participation Code of Conduct

The Discover Frankston Code of Conduct provides standards for and expectations of the Participant. The Participant is required to comply with the Code of Conduct to enhance the Region's tourism industry and contribute positively to the community, environment and quality of life in the Region.

- 1.1 A Participant shall:
  - 1.1.1 act professionally and conduct their business activity with a high level of care and consideration towards FCC and FVIC, its members, other participants, customers, staff, management and the community.
  - 1.1.2 be ambassadors for tourism in the Region and help promote community understanding of the importance of tourism as a vibrant contributor to the Region's economy and quality of life.
  - 1.1.3 deliver with integrity and honesty all events, tours, attractions, products and services it advertises, offers and/or provides.
  - 1.1.4 comply with all legal responsibilities and requirements in relation to the Participant's business, its products and services, events, tours and attractions, advertised, offered and provided which shall include the holding and maintaining of all necessary licences and registrations required by Local Government, State of Victoria or Commonwealth of Australia.
  - 1.1.5 meet the reasonable expectations of all customers to the best of their ability, and in doing so, reserve the right to change their products and services to meet expectations of its customers.
  - 1.1.6 ensure that advertising and marketing of the products and services are true, without exaggeration, not misleading, not negative about another participant or like products and services and that the charges for products and services and cancellation fees are reasonable and fair, that published rates and charges are honoured by the Participant and that in all respects the Participant complies with the Australian Consumer Law;
  - 1.1.7 advise customers in writing at the time of the initial booking of any cancellation policies or additional service charges that may be imposed.
  - 1.1.8 speak and act respectfully, and not denigrate or slander anyone or discriminate on the basis of race, age, gender, religious belief, sexual orientation or political persuasion.
  - 1.1.9 consider the interests of local communities and endeavour to ensure the impacts of operating their business on other businesses, community life and environment are positive and beneficial.
  - 1.1.10 manage their business effectively and efficiently, enhancing the reputation of tourism in the Region.
  - 1.1.11 operate a humane, safe and healthy working environment for staff, customers and the public in accordance with occupational health and safety legislation.

- 1.1.12 ensure their business management and staff are aware of their risk management responsibilities and endeavour to continuously improve the standard of services that they offer to minimise risk.
- 1.1.13 maintain public liability insurance of not less than \$10 million for any one occurrence.
- 1.1.14 manage their staff and contractors fairly and equitably.
- 1.1.15 in the operation of its business be guided by environmental and best practice guidelines in relation to conserving water, energy and the natural environment and endeavour to balance the rights of future generations with current economic needs, preserving and improving the Region's quality of life.
- 1.1.16 respond and resolve customer complaints and to change business processes and policies when reasonably necessary and to otherwise cooperate with FCC and FVIC within 5 days of receipt of any complaint made directly to FCC or FVIC to ensure that an appropriate outcome is achieved for the Participant and its customer or the public as the case may be which shall otherwise be in conformity with the expectations in this Code of Conduct (however the procedure for Non-Compliance shall prevail in all circumstances and may still be applied by FCC).

## Discover Frankston – Ticketing Terms and Conditions

### 1. Booking Service

- 1.1 FCC, via its trading entity FVIC uses BookEasy as a booking platform (Booking Service), hosted on discoverfrankston.com and is available to the Participant (subject to approval and agreement to further terms) if they operate tours, events or ticketed attractions.
- 1.2 The Participant may join the Booking Service which features:
  - 1.2.1 the ability to provide visitors and residents with real-time prices and availability, linking to other booking channels with the ability to book, confirm and pay immediately;
  - 1.2.2 the ability of FVIC staff to make bookings for a Participant's customers online, by phone or in FVIC centre;
  - 1.2.3 revenue generated from sales to be distributed 30 days after the date of the tour/event/ticketed attraction.
  - 1.2.4 ongoing basic support with back up from service providers;
  - 1.2.5 booking service integration into discoverfrankston.com;
  - 1.2.6 dedicated Booking Service Team to service enquiries 363 days/year;
  - 1.2.7 no initial set-up costs to join.

### 2. Eligibility and participation

- 2.1 In order to use the Booking Service the Participant must be approved by FCC and must have expressly in writing agreed to the Discover Frankston Participation Agreement, the Code of Conduct, the Ticketing Terms and Conditions, completed the Online Ticketing Services Agreement Form and EFT Payment Authorisation form and abide by the [BookEasy terms and conditions](#) as amended from time to time by FCC or BookEasy.
- 2.2 A Participant must provide an ABN, ACN (if a company) a TFN, date of birth (including those of any director), verified email address and physical address for service.
- 2.3 The Booking Service will only accept businesses for which instant booking confirmation can be assured.
- 2.4 Acceptance of the business to the Booking Service will be at the absolute discretion of FCC.

### 3 Commission rates

- 3.1 The Booking Service is provided as a free service to the visitor of the Booking Service website.
- 3.2 The Participant with a bookable product or service shall pay a service commission which covers all Booking Service bank charges and other associated Booking Service fees and charges.
- 3.3 The current Booking Service commission rate is 10 per cent (including GST) on the value of each booking and is determined by FCC from time to time. The Participant will be given reasonable notice, of not less than 7 business days, of any Booking Service commission rate change and thereafter that rate shall be applied to use of the Booking Service.



3.4 A Booking Service commission is due and payable by the Participant on all bookings made through the Booking Service.

#### **4 Pricing**

4.1 The Participant is responsible for setting prices and charges well in advance and preferably at least two years.

4.2 Published prices and charges must be honoured, include commission and all other applicable charges and in all circumstances must be kept up to date by the Participant.

4.3 FCC and the Booking Service will not be held responsible for incorrect prices and charges.

4.4 The standard booking prices and charges displayed to users of discoverfrankston.com shall be as competitive as offered on other online or offline channels (price parity) for the same period. It is imperative that the Booking Service receive price parity to ensure it can maximise a Participant's sales. Price parity ensures your integrity as well as maintaining a good working relationship with the Participant's distribution channels.

4.5 If the Booking Service becomes aware that the Participant is not providing the Booking Service with their best pricing the Participant will be sent a warning letter reminding the Participant of its obligations pursuant to these terms and conditions. If a third letter is issued in relation to non-compliance with the Participant's obligations regarding price parity, the Participant's membership of Discover Frankston and the Booking Service will be suspended for three months. If the Participant further breaches this clause following a suspension the Participant will not be eligible for participation in Discover Frankston or the Booking Service at all. This clause shall at the discretion of FCC be paramount to any other procedure for non-compliance.

#### **5. Inventory**

5.1 The Participant is responsible for double bookings and these need to be resolved in an amicable and professional manner.

5.2 If a Participant is unable to honour a booking that has been confirmed and paid for by a customer, the Participant is responsible for providing an alternative product or service at equal or greater value or standard as the case may be. If an alternative product or service cannot be provided then the customer is entitled to a refund.

5.3 Ongoing issues with a Participant who demonstrate an inability to maintain accuracy of content will result in a formal review by FCC of the Participant's participation in the Booking Service in accordance with the Participation Agreement non-compliance provisions.

#### **6. Customer payments**

6.1 Bookings are deemed confirmed with payment.

6.2 The Booking Service does not accept deposits.

6.3 All monies processed via the Booking Service will be held in trust by FCC (save and except for the commissions and any cancellation fees which are FCC's property absolutely) and subject to the Ticketing Terms and Conditions.

Payments (less commission and any cancellation fees) will be made directly to the Participant's nominated bank account (EFT Funds Transfer) 30 days after the attraction, event/tour completion date.

- 6.4 If there is a change to the nominated bank account, this must be conveyed in writing to FCC and the Booking Service.

## **7. Cancellations**

- 7.1 The Participant must publish their specific cancellation policy online. The cancellation policy must be approved by FCC. If a customer chooses to cancel a confirmed booking after a payment has been received, the Participant's cancellation policy is effective.
- 7.2 Commission will be charged on bookings cancelled by customers and the Participant's cancellation policy must expressly address that as a consequence of cancellation.
- 7.3 All Booking Service client cancellations and refunds will be administered by the Booking Service and shall have proper regard to Australian Consumer Law when processing cancellations and refunds.

## **8. Participant cancellations**

- 8.1 The following applies to bookings made through the Booking Service:
- 8.1.1 the Booking Service must be notified immediately of any cancellations initiated by the Participant.
  - 8.1.2 a full refund of monies paid (or date rescheduling if available) must be offered to the customer for bookings cancelled by the Participant.
  - 8.1.3 cancellations initiated by the Participant of a paid booking (that are not rescheduled) will be subject to a Booking Service cancellation fee to cover administration and bank charges. This cancellation fee will be 3% (three per cent) including GST of total ticket sales sold via the Booking Service. Commissions remain payable on bookings notwithstanding cancellation.

## **9. Booking service website details**

- 9.1 It is the responsibility of the Participant to make the appropriate changes on their BookEasy console. The Booking Service will not make changes to a Participant's business page content in BookEasy unless an official request for change has been received in writing.
- 9.2 Images of tours, products and services must accurately match the description.
- 9.3 The Participant must include detailed information in their Terms and Conditions including cancellation policy/fees.

## **10. Constant contact**

- 10.1 The Booking Service must have access to direct telephone and email communication with the Participant at all times. Extra contact details must be entered into staffing notes located in the Participant's BookEasy console under Business Details.

## **11. Website contact details**

11.1 Any Participant with a bookable product or service must not actively redirect users from [www.discoverfrankston.com](http://www.discoverfrankston.com) to an alternative booking method or site. This includes any reference to phone direct, or links that direct users to any web based search engines guiding them to make a search for an alternative website. Examples include “Google/Bing us on...” The Booking Service reserves the right to remove any such details.

## Acknowledgement

I/we, the Discover Frankston Participant participating in the Participant Agreement and where applicable the Booking Service have an obligation to adhere to the following Terms and Conditions set out in this document and agree that I/we:

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- understand and accept the terms and conditions laid out in this application and have full authority to agree to the subject matter in the application.
- have read, understood and agreed to be bound by the **Discover Frankston Participant Agreement** including the **Code of Conduct** and **Ticketing Terms and Condition** as applicable and understand that not complying with these will invoke the non-compliance procedure in these documents.
- agree to receive information and correspondence from Frankston City Council and from it on behalf of Frankston Visitor Information Centre.
- understand that the personal information requested on this form is being collected by Frankston City Council for the Purpose of administering the Participant Agreement. It will only be used and disclosed for other purposes as authorised by law. You may apply to Council for access to or amendment of the information.

**Thank you for request to become a participant in Discover Frankston, your application is now being reviewed.**

**Once your participant membership is confirmed, you will receive written confirmation and payment details.**

If you have any questions regarding this form please contact Council's Tourism and Visitor Services Unit on 1300 322 322