



Mackay Tourism Ltd Membership Prospectus 2019 - 2020

Terms & Conditions

Last updated: 7 March 2019

Mackay Tourism Ltd (MTL) may, in its sole discretion, modify or update these Terms from time to time, and so you should review this page periodically. When we change the Terms in a material manner, we will update the 'last updated' above.

Disclaimer

Mackay Tourism members provide a wide range of goods and/or services (Products) and information in connection with those Products. In supplying this information, we are acting as the agent of our members. As an agent, Mackay Tourism cannot be held liable for any damage, injury or loss of any kind caused by or resulting from any act or omission by its members and/or visitors. Mackay Tourism also assumes no responsibility for any act of negligence, or omission by any business.

By signing up for membership with Mackay Tourism, you agree that to the best of your knowledge you are following all legal requirements, local laws and have the appropriate insurance in place for your business. Mackay Tourism may terminate an operator's membership if the above parameters have not been met.

Australian Tourism Data Warehouse (ATDW)

If members have an ATDW subscription through another membership or Regional Tourism Organisation (RTO), MTL can negotiate the membership fee with the operator.

If members wish to appear on mackayregion.com and/or queensland.com an ATDW listing must be created and the listing must be approved and turned live. MTL cannot guarantee your business will be featured on mackayregion.com or/and queensland.com without this listing. This will also affect businesses ability to be included in marketing campaigns.

Partner Credit Points

Partner Credit received through signing up to a Business Growth or Premium package, or through a referral incentive, can be used toward events sponsorship, advertising and cooperative campaigns, or other mutually agreed opportunities excluding membership renewal. Partner Credit does not accumulate across levels or years, is not transferable between businesses and is not redeemable for cash.



Partner Guarantee

In the event that the \$495 income guarantee is not satisfied, MTL will provide members with a \$200 credit towards any marketing, advertising and industry development initiative conducted by MTL. In the event that the income guarantee is not satisfied, operators must redeem their \$200 credit within the financial year directly after the partnership period. Outstanding credit cannot be used across multiple financial years. This offer is only available to operators contracted with MTL and with an instantly bookable product through Bookeasy, mackayregion.com and through MTL-managed Visitor Information Centre/s. Bookings via any other method may be made to satisfy this agreement. Failure to accept a booking when a product is available will render this agreement satisfied for the financial year.

Referral Incentive

Both new and current members must confirm referral in writing to MTL, in order for referral incentives to apply.

Bookings

MTL will collect the full amount of all bookings. All booking monies will be held in Trust by MTL. Member payments are processed once monthly, after the date of travel, and will be paid into the operators account by direct deposit.

Booking Cancellations

Members must ensure they have clear, concise refund policies in place for any bookings. In the event of a booking cancellation (customer or operator), MTL will collect the current rate of commission for that booking.

Commission

Commission levels will be agreed upon as commercial in confidence with individual operators, starting at a minimum of 15% on the published price of all travel product booked by the Mackay Visitor Information Centre or booked online via www.mackayregion.com. Commission must be included in the published tariffs and be consistent with all your advertising and distribution channels including direct sales. Accommodation, attraction, event, tour and transport booking services are offered via MTL as a complimentary service to visitors to encourage longer stays, return stays and increased visitor dispersal.

Bookeasy

By agreeing to have your product sold through Mackay Tourism Ltd, either through the Visitor Information Centres or online via www.mackayregion.com, members agree to the Terms and Conditions specified by Bookeasy Pty Ltd.



Travel arrangements and prices detailed on www.mackayregion.com are provided and coordinated by the Visitor Centre. The Visitor Centre has taken due care and responsibility to verify and check all information in this site as at the time of compilation. However, as the relevant accommodation & tour operators on this site supply this information, it accepts no responsibility for any inaccuracy or misdescription contained in this publication or information as so supplied.

Sales of services as contained in this publication are made by the Visitor Centre, only as an agent for the person, business or company providing the services. Visitor Centre does not accept responsibility for any changes in price variation of services shown. All services and prices are subject to change without notice. To view the full Bookeasy Pty Ltd. Terms and Conditions, visit <https://www.bookeasy.com/terms>.

Best of Queensland Experience Program

TEQ has launched the Best of Queensland Experiences Program to identify those experiences that best bring the Queensland story to life and consistently deliver a high-quality visitor experience.

The program is based on a robust and independent set of criteria, focused on consumer feedback. The benchmarks have been set to help Queensland to deliver exceptional experiences and bring more visitors to our state. To learn more please visit

teq.queensland.com/experiences/best-of-queensland-experiences

This program came into full effect January 2019 and will impact the membership offering "Access to TEQ state-wide marketing campaigns" under Marketing and Trade. This offering, though still open to Mackay Tourism members, will give preference to those that have met the Best of Queensland Experience program requirements.

Please note your ATDW Listing will still give you a display on mackayregion.com and queensland.com, however, your listing on queensland.com will be ranked with Best of Queensland Experiences displaying first.

Membership Options

Members can choose to upgrade their membership throughout the financial year. Members cannot downgrade to a lower package.

Memberships are current from the date submitted to Mackay Tourism Ltd, until the end of the current financial year.

No refunds will be provided to memberships.



Membership Payment Options

An on-time payment offer of 10% will be given to members who pay before 30 June.
*For the 2019-2020 financial year.

It is the responsibility of the prospective member to ensure MTL has received a signed and complete membership form.

Incomplete membership forms will not be accepted.

Membership will cease if payment is not received within 60 days of invoice.

Payment of membership confirms you agree to these terms and conditions.

Mackay Tourism Ltd. Code of Conduct

This code of conduct is intended to give all members of Mackay Tourism Ltd (MTL) guidelines to ensure the professional projection of their own businesses; and MTL as leaders of the tourism industry to the general public of The Mackay Region and visitors to this region.

All members of MTL will:

1. Conduct their business dealings and interactions with integrity, honesty, ethics and within the laws of Australia, Queensland and the local Mackay Region.
2. Members should lead by example. Not injure or attempt to injure, maliciously or recklessly, directly or indirectly, the professional reputation of other members of the organisation or of MTL.
3. Respect the confidentiality of information which is received from other members or from MTL and not use this information to the detriment of other members of MTL.
4. When giving an opinion to do so as objectively as possible without compromising the integrity of MTL. Members will treat other members, MTL Board, Strategic Advisory Group representatives, MTL Staff and Volunteers with respect and in a professional and courteous manner.
5. Promote wherever possible in the local community the role of MTL and the benefits of the tourism industry to the local economy.
6. Members are encouraged to support sustainable practices that minimize operational and environmental impacts and operate in a manner that enhances and preserves the natural, social cultural and economic values of the region.
7. MTL membership package benefits are unredeemable if not utilised by the expiry of membership contract.

To discuss membership opportunities, or if you have any questions, please contact:

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