

Contact Details

Business name:	ABN:
Contact Person:	Position:
Business Street Address:	
Postal Address:	
Accounts Email address:	
Contact Number:	

Membership Level

Premium Membership \$680 Ex GST / \$748 Incl GST Instantly Bookable product through Bookeasy. Commission 13%	<input type="checkbox"/>
Premium Member Business Add On \$210 Ex GST each / \$231 Incl GST Instantly Bookable product through Bookeasy. Commission 13%	<input type="checkbox"/>
Premium Membership \$680 Ex GST / \$748 Incl GST On Request Bookings 15% Commission.	<input type="checkbox"/>
Premium Member Business Add On \$210 Ex GST each / \$231 Incl GST On Request Bookings 15% Commission.	<input type="checkbox"/>
Local Business Membership \$260 Ex GST / \$286 Incl GST Businesses without bookable products.	<input type="checkbox"/>
Local Business Add On P.O.A Businesses needing an extra membership without bookable products.	<input type="checkbox"/>
Non-Regional Business \$260 Ex GST / \$286 Incl GST With or without bookable product through Bookeasy. Commission 15.5%	<input type="checkbox"/>
Corporate Supporter \$420 Ex GST / \$462 Incl GST	<input type="checkbox"/>
Event membership \$150 Ex GST / \$165 Incl GST	<input type="checkbox"/>

Account Details

(Your booking funds will be deposited into the following bank account. Please check the details are correct. Changes to these account details must be emailed to accounts@visitbroome.com.au)

Account Name:	
BSB: -	Account Number:

Membership Payment Method

- Direct Deposit** BSB: 066 - 505 Account No: 0016 1771
Please ensure your business name is in the description field for accounting purposes
- Credit Card** (Mastercard/Visa) Please note: All credit card transactions will incur a 1.5% processing fee

Card Number: _____ EXP: _____ / _____ CVC: _____

Amount: _____ Signed: _____ Date: _____ / _____ / _____

Print Name on card: _____

Broome Visitor Centres Membership Terms & Conditions

As a member of the BVC you acknowledge and agree to be bound by the BVC Rules of Association, the BVC Code of Conduct and the BVC Terms and Conditions. The Code of Conduct and Terms and Conditions are set out below. The Rules of Association Constitution are available by contacting the Manager. The acceptance of the terms & conditions will apply upon payment of membership renewal. The business complies and will continue to **comply with all Commonwealth, State and municipal authority laws** which affect the conduct and supply of services of this business, and indemnifies, and will keep indemnified, the BVC against all actions, proceedings, claims, liabilities and costs in respect of any breach of these laws.

- **All BVC members must hold all required licenses, permits, approvals and authorities required** to operate their business in agreement with any local, state and federal authorities and within the law, all of which must be current and up to date. All members must hold the appropriate cover of public liability insurance and will be required to provide this certificate of currency to the BVC at the start of each membership year.
- **I/We undertake to notify the BVC immediately** if any of the above applicable certificates, permits, licenses etc. are cancelled, expire or otherwise become inoperative during our membership of BVC.
- Members with bookable products agree to pay commission to the BVC as a condition of membership.
- **Commission rates** are set out in your membership level between 13% to 15.5%. Operators with bookable product must advise the BVC in writing of any change in their Bookeasy booking status from 'instantly bookable' to 'On request' or vice versa.
- **Website contact details:** any member with bookable product must not display any contact details (including URLs) or other calls to action on Bookeasy, this includes in operator's tour blurbs/descriptions or terms and conditions that show online.
- **Website detail changes:** It is the responsibility of the member to make the appropriate changes on their Bookeasy console. BVC has strict guidelines and requirements for all webpage member content. BVC staff are NOT authorised to make changes to a member's business page content in Bookeasy unless an official request for change has been received in writing. Such changes to business page content actioned by BVC staff may incur a fee. In some instances, BVC staff may add custom content to a member listing if it provides additional information for website usability or accuracy (such as seasonal operating hours)
- **Additional Brochure racking:** one brochure rack is included for all members. Fees will apply for additional brochure racking. The additional product or service must be supplied under the same ABN as provided on the membership application.
- **Supply of Product/Service:** Availability as shown on your Bookeasy page must be honoured. Members are directly responsible for updating rates and availability in Bookeasy on a daily basis and should also understand that bookings can be made up to two years in advance. If a member is unable to provide the product or service, after the booking has been confirmed to the consumer in writing, the member is responsible for providing an alternative product/service at equal or greater standard at the member's expense. The BVC will direct dissatisfied consumers, in such circumstances, to lodge a formal complaint with the Department of Commerce.
- **Customer Complaints:** The member will be notified by the BVC of any formal complaints. The member must use reasonable endeavors to resolve all complaints of customers who have made their booking via the BVC within 7 days of receipt of the complaint from the customer. The member must fully co-operate with the BVC in any settlement negotiations including making offers of refunds where appropriate. In cases where a resolution cannot be reached the BVC will direct dissatisfied consumers to lodge a formal complaint with the Department of Commerce.
- **Rate Parity:** *Members must ensure that retail sell prices for all accommodation and touring services listed on Bookeasy will not be above the members' own retail sell rate via all on-line and off-line sales channels.* If a member does offer a lower retail rate, and/or retail rates with inclusions or introduces a special rate direct to customers or via sales channels, the member agrees that the BVC will be able to access such rates in order to price match and the BVC's usual commission rate applies. *This rate parity policy is a condition of the BVC membership.* The BVC reserve the right to withdraw membership.
- **Specials:** All entered specials must be commissionable. Members must honor all published specials. All specials need to be provided with start and finish date and must provide a genuine offer or discount.
- **Changing Rates on Bookeasy:** If a member changes their rates on Bookeasy, all bookings made previous to the change taking place must be honored at the price originally booked.
- **Administration of Bookings:** the BVC is the administrator of all bookings. If a booking needs to be cancelled or amended the customer will need to contact the BVC directly.
- **Booking Without Payment:** bookings made by the BVC staff can be held for up to 24 hours without payment. Online bookings without payment will be cancelled within 24 hours.
- **For membership application to be accepted, the membership application form must be signed, dated and paid in full along with the certificate of public liability insurance and all relevant licenses and insurances**
- It is the responsibility of members to **advise the BVC in writing of any changes** in property ownership, contact details and changes to bank account details which occur during the membership year or after you have submitted your forms.
- **Membership fees are non-refundable, non-transferrable** and a pro-rata membership fee is applicable depending on the time of the year.
- **Cancellation Policy:** see BVC website for full cancellation policy details.
- **Members who have feedback or complaints about the BVC or its staff** should direct feedback to the BVC management, who will refer issues to the BVC board when/if required.

Broome Visitor Centres Membership Terms & Conditions

- Members to act professionally and conduct their business activity with a high level of customer service, care and consideration towards the BVC, its members, customers, staff, management and the community.
- We the BVC retain the rights to cancel membership and cease promotion of any operator who acts in a manner considered to be unprofessional or that would potentially bring the operations of the Centre into question or disrepute.
- Members are to act respectfully and not denigrate or slander anyone or discriminate on the basis of race, gender, religious belief, sexual orientation or political persuasion.
- Members ensure claims in advertising and marketing a product or service are true (including imagery), are never misleading or exaggerated and are not negative about another BVC member's product or service.
- Members are to consider interests of local communities and endeavor to ensure the impacts on businesses; community life and environment are positive and beneficial.
- Members are to manage their business effectively and efficiently, enhancing the reputation of tourism in the Broome region.
- Respond and resolve customer complaints in a timely and courteous manner and review business processes and policies when necessary.
- Members are to be ambassadors for tourism in the Broome region and help promote community understanding of the importance of tourism as a vital contributor to the Broome region's economy and quality of life.
- All famils need to be directed to our Membership Manager or the General Manager, not to staff members.
- Members should not approach Broome Visitor Centre staff to discuss other member's businesses. Any concerns should be directed to General Manager.

Waiver in Favor of BVC

- I/We acknowledge the BVC (and its officers, employees and volunteers) will not be responsible for any loss or damage to my/our products or brochures due to circumstances beyond BVC's control.

Indemnity and Release

1. I/We agree to fully indemnify the Broome Visitor Centre (and it's board, officers, employees, agents and volunteers) against any and all liability, loss, damages or costs (including legal costs on a full indemnity basis) incurred arising from or in connection with any of the following:
 - Any breach by me/us of the warranties contained in this document, the BVC Rules of Association, the BVC Code of Conduct and/ or the BVC Terms and Conditions
 - Any information or details provided by me/us to the BVC or the public about any accommodation, tours, products or services
 - Any confirmed bookings made through the BVC that are subsequently not fulfilled by me/us due to sale of business, overbooking, or unforeseen circumstances such as damage or natural disasters
 - Any persons who stay at our accommodation, participate in our tours or use any of our products or services
2. I/We agree to release the BVC from any claim for, and agree that the BVC is not liable for, any damage, loss or injury whatsoever to me/us arising from, and costs incurred in connection with:
 - The use of the www.visitbroome.com.au website, BVC booking services, Bookeasy or other membership benefits; or
 - The www.visitbroome.com.au website being interrupted, unavailable or not working properly.
 - The www.visitbroome.com.au (website as per above).
3. I/We agree that to the maximum extent permitted by law the BVC is not and will not be liable in any circumstances for any interruption to my/our business and/or any loss of profits, loss of data or any consequential or indirect losses suffered or incurred by me/us
4. The member complies with state and federal statutory regulations which affect the conduct/supply of services and indemnifies the BVC against all actions, proceedings, claims, liabilities and costs in respect to any breach of these laws.

A reference to "I", "we", "me", "us" etc in this document includes a reference to your/the company's officers, employees, agents and contractors. By signing this form, I/we confirm that I/we have read and will abide by the BVC Rules of Association / Constitution, the BVC Code of Conduct and the BVC Terms & Conditions.

*If signed on behalf of a company: I warrant that I am an authorised signatory with authority to enter into legal obligations on behalf of the company.

Membership with the BVC will NOT be valid until we have

- Signed Application Form
- Copy of current Public Liability Certificate
- Full Payment

SIGN HERE ►

Name: _____ Title: _____

Signature: _____ Date: _____