

HASTINGS I-SITE VISITOR INFORMATION CENTRE



ADDRESSES:

Postal Address:

City:

Postcode:

Physical Address:

City:

Postcode:

FINANCE:

Hastings District Council will pay you by direct credit for all products sold on your behalf. Please provide the following details:

Name of Bank Account:

GST No:

Bank Account No:

(XX - XXXX - XXXXXX - XXX)

Accounts / Finance Email:

BROCHURE DISPLAY:

Please check the category for which you are paying.

12 Months DLE \$215 (Incl. GST)

PRIMARY CONTACT PERSON:

Title:

Phone No:

Mobile No:

Fax No:

Email:

ALTERNATIVE CONTACT:

Title:

Phone No:

Mobile No:

Fax No:

Email:

Website:

(Note: This person will receive your copy of the marketing communications)

BUSINESS NAME:

TRADING NAME:

QUALMARK RATING:

PLEASE TICK ONE ANSWER ON EACH LINE:

I agree to pay commission on bookings made by the Hastings & Havelock North i-SITE Visitor Centre at the following rate:

10%

12.5%*

15%*

Full payment will be taken by the i-SITE for confirmed bookings for the product / service.

I agree that Hastings District Council may send emails to the addresses above under the terms of the Electronic Messaging Act 2007.

Yes

No

*Some operators voluntarily choose to support Hastings District Council at a higher level.

I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF MEMBERSHIP

Signature or name of person authorising:

Title:

Date:



SERVICES TO BUSINESS PARTNERS



Introduction

Completion of the Service Agreement Application requires intending business partners to agree to the terms and conditions associated with these arrangements which are set out below. We ask that all intending business partners who are seeking a service agreement with Hastings and/or Havelock North i-SITEs read these terms and conditions carefully before completing their application.

For the purposes of the terms and conditions document, any company completing an application is referred to in the terms and conditions document as "the operator".

Hastings and/or Havelock North i-SITEs do not undertake to accept all applications to supply business partner services. Some applications may be turned down because of over-subscription to i-SITE display space, quality concerns relating to the ability of an operator to satisfactorily deliver visitor services, past problems relating to payment or disputes, or the scope of visitor services that Hastings and/or Havelock North i-SITE's wish to promote.

Terms & Conditions of Service Agreements

1. Brochure Display Services

- i) Brochures will be displayed in the operator's preferred category in a specific location within the Hastings and/or Havelock North i-SITEs
- ii) Hastings and/or Havelock North i-SITE reserve the right to remove a brochure from display if:
 - a. Products or service claims made within a brochure are untrue
 - b. If a number of material complaints are received about a particular product or service advertised in a brochure
- iii) The operator agrees to pay Hastings and/or Havelock North i-SITE a minimum commission fee of 10.00% on the gross amount of any voucher or referral voucher issued for any booked product, activity or service of the operator or as otherwise agreed.
- iv) Brochure deliveries must be delivered to the addresses below.

Please deliver all brochures to the i-SITE:

Hastings i-SITE Visitor Information Centre

Cnr of Russell & Heretaunga Streets
Hastings
06 873 5526

And

Havelock North i-SITE Visitor Information Centre

Cnr of Middle & Te Aute Roads
Havelock North
06 877 9600

Or mail them (stating which i-SITE they are for) to:

Hastings i-SITE Visitor Information Centre

PO Box 1231
Hastings 4122

- v) For ease of handling and safety reasons boxes of brochures must not exceed 15kgs. All loose bundles of brochures are to be properly secured.
- vi) Operators are not permitted under any circumstances to re-stock shelves, move or remove brochures from the display stands

2. Website Listings

- i) The operator must supply full information and imagery of their product or service to be listed on www.visithastingsdistrict.co.nz
- ii) All information supplied by operators for use on www.visithastingsdistrict.co.nz must be an accurate representation of the product or service.
- iii) All images supplied by operators for use on www.visithastingsdistrict.co.nz must have full ownership rights by the operator
- iv) Hastings and/or Havelock North i-SITEs reserve the right to remove a particular website listing if the information is incorrect, misleading and inappropriate or if there is a dispute or a number of material customer complaints about the listed product or service

3. Administration

- i) Brochures and other paid advertising will not be displayed until payment is received in full
- ii) Processing of display (website & brochure) may take up to 5 working days after payment is received
- iii) Changes in product, price, service, ownership, bank account or contact details including email addresses is to be advised in writing or by email to Hastings i-SITE:
Hastings i-SITE Visitor Information Centre
PO Box 1231, Hastings 4122
- iv) Should brochure display be terminated due to non-payment, an administration fee of \$50.00 will apply when brochure display is reinstated
- v) Should the operator terminate display prior to the agreed period of service, no refund will be issued
- vi) Termination of display fees are not refundable or transferable to a future date but can be transferred to a new owner if the business changes ownership within the contract period
- vii) The operator agrees to pay all costs associated with debt collecting applicable to non-payment of advertising or any other Hastings District Council invoicing
- viii) The operator and any agents or contractors acting for the operator must be fully compliant with all applicable licenses, permits, approvals, NZ laws and regulations in relation to the operation of the business
- ix) In the event that an operator is found to be in breach of any NZ laws or regulations, or fails in the sole opinion of the Hastings District Council to supply the service to an acceptable standard, Hastings and/or Havelock North i-SITE's reserves the right to terminate the service agreement by written notice with immediate effect
- x) Hastings and/or Havelock North i-SITEs are authorised by the operator to promote the business via database marketing
- xi) Under no circumstances shall an operator tout for business within the i-SITEs' building or grounds. Any breach of this requirement gives Hastings and/or Havelock North i-SITEs the right to terminate the service agreement by written notice with immediate effect
- xii) In accepting Hastings and/or Havelock North i-SITE's terms and conditions, the operator gives consent to receive regular electronic communications on advertising opportunities and promotional marketing activity and also to receive our weekly newsletter. To unsubscribe at any time, email info@visithastings.co.nz





4. Hastings and/or Havelock North i-SITE Visitors Centre Bookings and Payments

- i) Hastings District Council will collect full payment or deposit only from customers as per agreement
- ii) The price quoted by the operator when contacted by one of our consultants will **include** the provision of the commission component as per agreement
- iii) Where an operator has special offers or a discounted product in additional publications displayed in any i-SITE locations, these products or services must be commissionable for sale through the i-SITE at the advertised discounted rate. Hastings and/or Havelock North i-SITEs reserve the right to refuse display of the additional publication if the discounted rate is not available for sale through the i-SITEs
- iv) At the time of a booking confirmation the i-SITE will quote a voucher number; the operator is required to keep note of this number, as it is confirmation that the customer has paid
- v) The operator agrees to inform Hastings and/or Havelock North i-SITEs in writing if booked activities are transferred to another operator
- vi) Hastings District Council will pay the operator by direct credit or cheque on the 20th of the month following, once an invoice has been received from the operator for the activity/service as per the issued voucher minus agreed commissions
- vii) If referral vouchers are issued and service is availed, the commission payment must be paid on the 20th day of the month following
- viii) If the operator has a refund and cancellation policy in place, this must be supplied in writing to Hastings and/or Havelock North i-SITE's stating specific terms and conditions
- ix) Hastings and/or Havelock North i-SITEs must receive confirmation either written or verbal from operators before any refunds are transacted
- x) Hastings and/or Havelock North i-SITEs do not provide any guarantees in respect to the levels of bookings or referrals as a result of brochure display and/or website listing
- xi) Hastings and/or Havelock North i-SITEs accept no responsibility for the non- operation of any service reserved through Hastings and/or Havelock North i-SITE's where the non-operation is due to operator timetable changes or other service disruption which have not been notified in writing to Hastings and/or Havelock North i-SITEs

5. Complaints Policy

- i) Hastings and/or Havelock North i-SITEs as booking agents have an obligation to investigate any material complaint about a service that it has represented and sold. Hastings and/or Havelock North i-SITEs expect co-operation in the investigation of any complaint from all operators.
- ii) If an operator fails to respond, or refuses to acknowledge any responsibility for a justified complaint, we reserve the right to remove the operator's brochures from the brochure racks and all advertising and to terminate the agreement by written notice with immediate effect. No refund of the annual service agreement fee will apply in these circumstances

6. Service Statement

- i) Hastings District Council operate the Hastings and Havelock North i-SITEs and www.visithastingsdistrict.co.nz with the objective of stimulating economic activity within the Hawke's Bay region. The Centres and website exist to provide quality information and booking services for all visitors and are important distribution outlets for the region's visitor industry operators, suppliers, organisations and businesses

7. Code of Conduct

Hastings and Havelock North i-SITEs will always undertake to conduct our business in a professional and respectful manner. Equally, Hastings and Havelock North i-SITEs expect their Business Partners to do likewise. Should Hastings and Havelock North i-SITEs have reasonable cause to believe that an operator has failed to meet these standards then:

- i) Hastings and Havelock North i-SITEs shall have the right to suspend the operator's membership and conduct an investigation as to whether the operator has met the required standards; and
- ii) If Hastings and Havelock North i-SITEs after conducting such investigation determines that the operator has been in breach of the required standards, Hastings and Havelock North i-SITEs will have the right to terminate the service agreement by written notice with immediate effect

In determining whether an operator has met the required standards, Hastings and Havelock North i-SITEs may (but without limitation) have regard to any actions by the operator interfering with Hastings and Havelock North i-SITEs' rights and obligations under this agreement, abusing Hastings and Havelock North i-SITEs' employees or failing to act in good faith or reasonably in any conflict resolution process.

8. Termination

Notwithstanding and without prejudice to any rights of termination given to Hastings and Havelock North i-SITEs elsewhere in this agreement in the event of the operator going into liquidation or receivership or committing any breach of its covenants and obligations contained in this agreement and failing to remedy such breach within 14 days of written notice of the breach being given by Hastings and Havelock North i-SITEs to the operator, Hastings and Havelock North i-SITEs will have the right to terminate this agreement by written notice with immediate effect.

Signed

Dated

