



MEMBERSHIP FEE PROSPECTUS 2015-16

DAYLESFORD REGIONAL VISITOR INFORMATION CENTRE

(DRVIC)

HEPBURN SHIRE COUNCIL

COMMUNITY AND ECONOMIC DEVELOPMENT UNIT

	Level 1	Level 2	Level 3	Level 4	Level 5**
Rate for non commercial ratepayer and businesses outside of the Hepburn Shire*	\$120	\$170	\$210	\$395	\$505
Rate for commercial ratepayer within the Hepburn Shire*	\$0	\$0	\$40	\$225	\$335
Brochure Display - Entitles the business to display one brochure in a single appropriate business category location - Conditions apply to the display of brochures Please see the Brochure Policy for details	√	√	√	√	√
Fact Sheet Listing - Provides businesses with a listing in appropriate category including business name and contact details. Fact sheets are distributed through the DRVIC	×	√	√	√	√
Website Listing - Full listing on the Hepburn Shire <a href="http://www.visitdaylesford.com">www.visitdaylesford.com</a> website	×	√	√	√	√
Website Link - A link between <a href="http://www.visitdaylesford.com">www.visitdaylesford.com</a> and your website	×	×	√	√	√
Display Cube - Hire of a single cube display in the Daylesford Information Centre. Conditions apply. Please see the Display Cube policy	×	×	×	√	√
Window Display - Two weeks of large or flat display, depending on availability. Bookings essential. Please ask for a booking form and window display guidelines	×	×	×	√	√

\*\* Level 5 Membership: for businesses that offer a range of different facilities that require representation in several categories, e.g. booking agencies that represent multiple other businesses or multi-faceted businesses that have several brochures. This entitles the business to display separate brochures for each operation of the business in the relevant categories, or to display the same brochure in multiple applicable categories.

### Accommodation Vacancy Service

The accommodation vacancy service provides accommodation businesses with an online availability and booking enquiry facility through [visitdaylesford.com](http://visitdaylesford.com).

The annual fee is \$55.00 per annum.

### Cube Displays

A limited number of display cubes will be made available for level 2 and 3 memberships on an annual basis @ \$120 per year. This will be subject to availability and will be provided on a first come first serve basis.

### Visitor Information Centre Volunteers

Volunteers who work at least 10 x 4 hour shifts per year, are entitled to a complimentary membership at the Level 1 or 2 rate and a discounted rate at all other levels.

Please speak to the Visitor Services Officer regarding volunteer membership.

The Daylesford Regional Visitor Information Centre (DRVIC) is run by the Hepburn Shire Council and staffed by a dedicated team of volunteers. The centre exists to serve the many thousands of visitors that visit Daylesford and surrounds each year, as well as to promote Daylesford as a holiday destination. Your membership to the centre will assist in ensuring the provision of a high level of service to our visitors and enhance the promotion of your business.

Special Conditions VIC fees for Volunteers		
To be entitled to the discount, a business must provide a volunteer to be on the permanent roster, or complete a minimum of ten shifts per annum on the emergency roster		
Description of Charge	Fee 2014/15 (inc GST)	Fee 2015/16 (inc GST)
Level One VIC Volunteer fees	\$0	\$0
Level Two VIC Volunteer fees	\$0	\$0
Level Three VIC Volunteer fees	\$70.00	\$0
Level Four VIC Volunteer fees	\$135.00	\$145.00
Level Five VIC Volunteer fees	\$190.00	\$255.00



**MEMBERSHIP AGREEMENT 2015-16**

**DAYLESFORD REGIONAL VISITOR INFORMATION CENTRE**

**(DRVIC)**

**HEPBURN SHIRE COUNCIL**

**COMMUNITY AND ECONOMIC DEVELOPMENT UNIT**

Business Name:	<input type="text"/>
Contact Name:	<input type="text"/>
Email Address:	<input type="text"/>
Web Address:	<input type="text"/>
Business Address:	<input type="text"/>
Postal Address:	<input type="text"/>
Phone:	<input type="text"/>
Mobile:	<input type="text"/>

Level of Membership (as outlined in the prospectus):

Level 1      Level 2      Level 3      Level 4      Level 5

Non Commercial

Ratepayer

Commercial

Ratepayer

▶ MEMBERSHIP AGREEMENT 2015 -16

Accommodation Vacancy Service:

YES

NO

**Please do not send payment until you have received an invoice from Hepburn Shire Council.**

Membership will not be processed unless the following is completed and submitted:

I (Your Name), , have read and accept the following:

- Membership Responsibilities
- Visit Website terms and conditions
- Brochure Display Policy
- To pay the membership and services fee chosen by me as outlined in the current prospectus
- The information I have provided is correct to the best of my knowledge on the date provided.

Signed:

Date:

Checklist:

I have attached a certificate of currency for public liability insurance (minimum cover \$10 million) and any applicable licences or permits to operate.

I have attached proof of commercial ratepayer status (if applicable).

Office Use Only:

Enter into database

Request invoice

User name and password issued

Completed by:



## MEMBERSHIP RESPONSIBILITIES 2015-16

### DAYLESFORD REGIONAL VISITOR INFORMATION CENTRE

#### (DRVIC)

#### HEPBURN SHIRE COUNCIL

#### COMMUNITY AND ECONOMIC DEVELOPMENT UNIT

Members shall use their best endeavours to enhance the local tourism industry by providing a quality product or service, delivered with the highest standards of integrity. As a participating member of the Hepburn Shire Council's Daylesford Regional Visitor Information Centre (DRVIC), you agree to abide by the following responsibilities:

1. As a member, you will be required to enter and maintain accurate business details, images descriptions, availability, rates and special conditions or rates offered on the visit website/s. Members providing details for the visit website/s must comply with the Supplier Agreement on the visit website/s.
2. Members shall deal with visitors/clients in an open, honest, friendly and helpful manner.
3. All complaints received by DRVIC from visitors/clients will be forwarded to the relevant member(s) for consideration. Repeated complaints without evidence of action on the same issues may result in membership cancellation.
4. Where visitors/clients have a complaint about any aspect of a member's business, the member shall address that complaint promptly and courteously and explain to the visitor/client that, if they are still concerned, they may take their complaint to Consumer Affairs Victoria.
5. If the complaint is justified, the member shall make a reasonable attempt to satisfy the visitor/client. If the member feels the complaint is not justified, the reasons for this should be explained to the visitor/client clearly and fully.

6. It is the responsibility of members to have all necessary licenses, insurance policies and statutory approvals required to operate their business in agreement with any local, state and federal authorities and within the law.

7. When asked for information by visitors/clients or potential visitors/clients, members shall use their best endeavours to provide information that is accurate and up to date.

8. Members shall not advertise or promote their business in misleading or deceptive ways.

9. The standard display size for brochures is DL. It is the responsibility of the member to ensure adequate supply of brochures.

10. Outstanding membership renewals will not be issued with a reminder. Members who have not paid will have membership benefits removed without further notice and lapsed memberships may attract an administration fee on rejoining.

11. All members are responsible for delivering display material to the Visitor Information Centre sites at their own expense.

12. Hepburn Shire Council reserves the right to remove any material, information or content from the DRVIC, its publications and/or the visit website/s which it reasonably suspects is misleading, deceptive, false, inappropriate, unlawful, obscene, threatening, abusive, defamatory, encourages behaviour that may give rise to criminal activity, is considered adult content, is a breach of intellectual property or may give rise to civil liability. This right is in accordance with Hepburn Shire Council's responsibilities under Australian Consumer Law. Repeated or serious cases of misleading or deceptive conduct will result in membership cancellation.

13. Membership application is subject to final approval by the Manager, Community and Economic Development.



## BROCHURE DISPLAY POLICY 2015-16

### DAYLESFORD REGIONAL VISITOR INFORMATION CENTRE

#### (DRVIC)

#### HEPBURN SHIRE COUNCIL

#### COMMUNITY AND ECONOMIC DEVELOPMENT UNIT

### **1. Brochure Presentation**

- 1.1. Only brochures provided in a DL format, to be displayed vertically will be accepted.
- 1.2. There will be a high standard presentation expected of brochures as determined by the Manager, Community and Economic Development.
- 1.3. Brochure space will be allocated by the DRVIC Visitor Services Officers.
- 1.4. All brochures displayed must be current, relevant and should accurately describe the facilities or activities being promoted.
- 1.5. Any brochures with language or images that might be deemed offensive, misleading or deceptive to members of the public may be removed at the discretion of VIC staff.
- 1.6. New brochures must be approved by the Visitor Services Officers prior to display.

### **2. Brochure Display Fee**

- 2.1. All commercial enterprises will be charged a standard fee determined annually by the Hepburn Shire Council, Manager, Economic Development and Tourism and payable for 12 monthly periods. In some instances smaller "pro rata" fees will be allowed for

shorter display times. For further information please see the Membership Fee Prospectus 2013-2014.

### **3. Brochure Service**

The fee charged will ensure:

- 3.1. The display of brochures in the Daylesford Regional Visitor Information Centre.
- 3.2. Promotion of the advertisers service where appropriate through the Centre.
- 3.3. Distribution of relevant information to appropriate tourism bodies.

### **4. Brochure Acceptance**

4.1. New brochures will not be accepted unless a Membership Agreement has been completed, submitted and the relevant fee paid.

4.2. Brochures will not be displayed at the Visitor Centre unless approved by the Manager.

4.3. All brochure stock is accepted on a freight free basis – the Centre does not pay freight.

4.4. The Centre will display, free of charge, regional brochures and magazines, event flyers, Tourism Victoria publications (such as Official Visitor Guides), other general publications promoting tourist attractions or events organised by 'not for profit' organisations.

4.5. Brochures and or flyers for events held within the Hepburn Shire will be given display preference. The ultimate decision rests with the Manager, Community and Economic Development.

4.6. It is the responsibility of the business owners to ensure the Daylesford Regional Visitor Information Centre is adequately stocked with brochures for the business at all times.

4.7. Although you may receive a courtesy call from staff at the Visitor Information Centre requesting more brochures, do not rely on being informed that your brochures require restocking.

4.8. Brochures are to be delivered to the Visitor Services Officers.





**WEBSITE TERMS AND CONDITIONS 2015-16**  
**DAYLESFORD REGIONAL VISITOR INFORMATION CENTRE**  
**(DRVIC)**  
**HEPBURN SHIRE COUNCIL**  
**COMMUNITY AND ECONOMIC DEVELOPMENT UNIT**

Supplier Agreement

By supplying details and information through visitdaylesford, visitcreswick, visitclunes and visittrenttham.com ("us", "we", "our"), Suppliers ("you") agree to the following terms and conditions:

**1. Definitions**

1.1 Business - includes but is not limited to rooms in hotels, motels, serviced apartments, bed and breakfasts or other accommodation, services, tours and activities.

1.2 Business Data means data pertaining to the displayed accommodation, including supplier details, room capacity, bedding configuration, rack rates, charges for extra guests or facilities, cancellation policies and ratings listed by you that you propose to offer to the public through the Site for the Advertised Price.

1.3 Advertised Price is the displayed accommodation rate, including any extra charges specified in the Business Data.

1.4 Customer means a person who enquires about goods and services through the Site.

1.5 Site means our website, designed constructed and maintained by us, that offers the facility to enquire about goods and services offered to the public at large.

## **2. Representations and Warranties**

You represent and warrant that:

2.1 You are the owner and/or are legally authorised to act on behalf of the owner of the business.

2.2 That the business complies with all applicable laws, statutes, ordinances and regulations.

2.3 We do not guarantee continuous, uninterrupted, or secure access to the Site, as the operation of the Site may be interfered with by numerous factors outside our control.

## **3. Indemnities and Releases**

3.1 You indemnify us against liability or loss arising from, and cost incurred in connection with, damage, loss, injury or death to any third party caused or contributed to by your act, neglect or default, or the act, neglect or default of your servants and agents;

3.2 You release us from, and agree that we are not liable for:

3.2.1. Damage, loss or injury to you arising from, and cost incurred in connection with, the use of the Site unless it is caused by an act, neglect or default of ours or our agents;

3.2.2 Damage, loss or injury incurred in connection with the Site being interrupted, unavailable or not working properly, however caused.

## **4. Site Security**

4.1 We shall provide you with relevant passwords to access the Site.

4.2 You agree not to publish, or make available, your password to any third party.

4.3 In the unlikely event that your password is used without your express permission you will be responsible for any loss of business or other damages that might occur or flow from the unauthorised access

## **5. Site Content**

5.1 You are solely responsible for the business data.

5.2 You agree that you shall not transmit on or through the Site any material that is, inappropriate, unlawful, obscene, threatening, abusive, defamatory, encourages behaviour that may give rise to criminal activity, is considered adult content, is a breach of intellectual property or may give rise to civil liability. This right is in accordance with Hepburn Shire Council's responsibilities under Australian Consumer Law. Repeated or serious cases of misleading or deceptive conduct will result in removal from the Site.

5.3 We may remove, at our sole discretion, any offending or inappropriate material from the Site without notice.

5.4 We may make changes to the Site without notice to you.

5.5 We may make changes to this agreement from time to time. Changes will be posted on the Site and you will be advised of such changes.

## **6. Booking Enquiries**

6.1 Your entry on the website must include full business data.

6.2 You agree to provide product and services in accordance with the business data for each enquiry as notified by us.

6.3 You agree to provide product and services to the customer for the rate as contained in the business data supplied by you and as displayed on the site

## **7. Information and Intellectual Property Rights**

7.1 You acknowledge that we own all right, title and interests to the Site, search technology and the visitdaylesford.com, visitcreswick.com, visitclunes.com, visittrenttham.com brand, and that you will not acquire any right, title or interest in or to the Site, and that all of the software used on the Site are subject to copyright.

## **8. Termination**

8.1 Either party may terminate this agreement by giving to the other party at any time notice by email of its termination of this agreement.

8.1.1 On termination by us, we will deactivate your passwords and remove the business data from the Site.

8.1.2 On termination by you, you will remove the business data from the Site.

8.1.3 On receipt of notice of termination by you, we will deactivate your passwords.

8.2 You acknowledge that:

8.2.1 You have no claim for compensation or otherwise from us if the agreement is terminated under this clause 8, save for any claim for payment made pursuant to clause

## **9. Applicable Law**

9.1 The law in force in the State of Victoria, Australia, applies to this agreement.