

MEMBERSHIP AGREEMENT

I (your name): _____ As an authorised representative of (Business name): _____
_____ Hereby apply for membership of Frankston Tourism

Incorporated and agree to pay the required membership fee.

I understand that once my application for membership is accepted by FTI my membership fee is non-refundable.

*Note: A reference to "I", "we", "me", "us", "my", "our" etc. in this document includes a reference to you/the company's officers, employees, agents and contractors.

I acknowledge that membership of Frankston Tourism Incorporated (FTI) is subject to review and acceptance by FTI. I understand that actively participating in FTI activities is the best way to maximise my membership benefits, workshops, marketing projects, contributing to the Members e-Newsletter etc. I consent to having my details released for the purpose of promoting my business as a part of the benefits of being a member and in accordance with the Information Privacy Act 2000 guidelines. I agree to receive information and correspondence from FTI.

WARRANTY

I/We agree and warrant that I/we have and/or will obtain and maintain the currency of the following during our membership of FTI:

1. Certificate of Registration of Business Name (if not trading under the company's name or the exact name of a sole trader)
2. Certificate of Currency (Public Liability Insurance for coverage of at least of \$10 million minimum)
3. Certificate of Incorporation of Proprietary Company (if trading via a company)
4. All necessary permits, authorities and approvals required to conduct your business e.g. Commonwealth licences, State licences, Council approvals, Health Department permits, appropriate vehicle licences, and other Government approvals.

I/We undertake to notify FTI immediately if any of the above applicable certificates, permits, licences etc. are cancelled, expire or otherwise become inoperative during our membership with FTI.

I/We undertake to notify FTI immediately if the ownership of our business changes during our membership of FTI. I/We recognize that this is a formal application and that I/we will be bound by the above warranty.

INDEMNITY AND RELEASE

1. I/We agree to fully indemnify Frankston Tourism Incorporated (FTI) against any and all liability, loss, damage 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, FTI Code of Conduct and/or FTI Terms and Conditions
 - > Any information or details provided by me/us to FTI or the public about any accommodation, tours, products or services
3. I/We agree that to the maximum extent permitted by law FTI 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.

NON COMPLIANCE

Members found to be in breach of the Code of Conduct, Terms and Conditions will have their membership status reviewed.

The following process will apply:

1. Concerns will be raised with the Member and a response required within 7 days. Issues identified for resolution should be addressed in a timely manner.
2. If the issues are not addressed, the matter may be referred to the FTI Executive for consideration.
3. If FTI receives a serious or multiple negative customer feedback, or if the matter remains unresolved, membership status may be suspended or revoked. This may include:
 - > Removal from cooperative marketing projects and exclusion from attendance at workshops and seminars, etc.

Visitors are entitled to lodge a formal complaint with Consumer Affairs Victoria regarding matters not resolved to their satisfaction.

CONCERNS AND FEEDBACK

FTI members should register any concerns or feedback in writing to fti@frankstontourism.com.au or PO BOX 3479, Mornington 3931. Concerns will be dealt with in a timely manner.

- I have read and agree to be bound by the above Membership Agreement, Frankston Tourism Incorporated Members Code of Conduct, Frankston Tourism Incorporated Members Terms and Conditions**

Signed: _____ Dated: _____

SECTION 1 – FRANKSTON TOURISM INCORPORATED MEMBERS CODE OF CONDUCT

1. Frankston Tourism Incorporated MEMBERS' CODE OF CONDUCT

(Adapted from the Mornington Peninsula Regional Tourism's Code of Conduct)

The Frankston Tourism Incorporated (FTI) Code of Conduct outlines professional guidelines that set STANDARDS OF SERVICE for tourism operators in the Mornington Peninsula tourism region. FTI members are required to adhere to the guidelines to enhance the region's tourism industry and contribute positively to the community, environment and quality of life.

1.1 FTI Members are expected to:

- Act professionally and conduct their business activity with a high level of care and consideration towards FTI, its members, customers, staff, management and the community.
- Be ambassadors for tourism in the Mornington Peninsula tourism region and help promote community understanding of the importance of tourism as a vibrant contributor to the Mornington Peninsula tourism region's economy and quality of life.
- Deliver with integrity and honesty, all advertised products and services and meet all legal responsibilities.
- Meet the reasonable expectations of all customers to the best of their ability, and in doing so reserve the right to change their goods and services to meet expectations of its customers.
- Comply with the laws of Australia and ensure all contracts and terms of business are clear, concise and honored in full and all dealings are ethical and fair.
- 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.
- Ensure claims in advertising and marketing of their product(s) or service(s) are true (including imagery), are never misleading or exaggerated, and not negative about another product or service in all forms of media including web, social media, print, radio, TV, etc.
- 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.
- Manage their business effectively and efficiently, enhancing the reputation of tourism in the Mornington Peninsula tourism region.
- Operate a humane, safe and healthy working environment for staff, customers and the public in accordance with OHS legislation.
- 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.
- Manage their staff and contractors fairly and equitably.
- Respond and resolve customer complaints and to change business processes and policies when necessary. It is the responsibility of the Member to ensure all feedback is followed up within 7 days of receipt of the complaint and cooperate with FTI to make sure that an appropriate outcome is achieved for all parties concerned.

1.2 FTI Members are encouraged to:

- Operate their business guided by environmental and best practice guidelines in relation to conserving water, energy and the natural environment. Business operators must endeavour to balance the rights of future generations with current economic needs, preserving and improving the Mornington Peninsula tourism region's quality of life.

SECTION 2 – FRANKSTON TOURISM INCORPORATED MEMBERS TERMS AND CONDITIONS

2. Frankston Tourism Incorporated MEMBERS' TERMS AND CONDITIONS

Frankston Tourism Incorporated (FTI) is proud to promote the quality products and services of its members to visitors. To ensure the highest level of visitor satisfaction, FTI has put in place a set of Terms and Conditions to help members make sure INDUSTRY STANDARDS IN BUSINESS OPERATION are met. Following these Terms and Conditions helps protect both members and FTI alike.

2.1 Membership eligibility

- Membership is open to tourism focused businesses.
- The business must operate within the notional geographic boundaries of the Mornington Peninsula tourism region. This includes the area covered by the Mornington Peninsula Shire Council (MPSC) and Frankston City Council (FCC). Tourism businesses outside these areas shall be considered on merit.
- Associations are eligible for membership and must represent businesses from the Mornington Peninsula tourism region. Membership of an association does not entitle the Association's members to individual FTI membership rights. The Association is the "member" and as such receives the benefits.
- Membership is subject to review and acceptance by FTI.
- All members must abide by FTI Code of Conduct, Terms and Conditions Breaches may result in suspension of membership and associated benefits. Members have the right to address the FTI Executive Committee should a breach be alleged against them.
- Members undertake to notify FTI immediately if any of the below applicable certificates, permits, licences etc. are cancelled, expire or otherwise become inoperative during membership with FTI.

2.2 Current licences and insurances

FTI Members shall;

- Hold all required licences, permits, approvals and authorities to operate their business, all of which must be current and up to date.
- Hold Public Liability Insurance for at least \$10 million cover.
- Comply with all legal obligations, including adherence to Local, State and Federal statutory obligations.

2.3 Transport operators

FTI Members shall;

- Ensure vehicles are maintained regularly to meet Australian Safety Standards and licensing requirements.

2.4 Responsible service of alcohol

FTI Members who serve alcohol to the public shall;

- Ensure all applicable licensing is current and all responsible service of alcohol requirements are complied with.

2.5 Food safety requirements

FTI Members who serve food to the public shall;

- Comply with the applicable Frankston City Council (FCC) or Mornington Peninsula Shire Council's (MPSC) Food Safety Management Policies. (www.mornpen.vic.gov.au and/or www.frankston.vic.gov.au)

2.6 Events and functions

FTI Members who run events shall;

- Comply with MPSC or FCC policies and seek relevant permits.

2.7 Signage

FTI Members shall;

- Comply with MPSC or FCC signage policy.
- VicRoads regulations.

2.9 Financial responsibilities

FTI Members shall understand that;

- Each membership will be designated one debtor account for financial purposes.
- All invoices/payments will be issued by FTI for membership and associated projects.
- Prompt payment is required for FTI membership/projects, in accordance with FTI payment terms.
- The existence of outstanding accounts may mean exclusion from participation in future projects, and may lead to a review of membership status.
- FTI reserves the right to seek remuneration through legal processes for outstanding accounts.

2.10 Information dissemination

FTI Members shall understand that;

- All communication from FTI (including e-Newsletters and general correspondence) is for viewing by FTI members only and is not to be published or distributed to any print, radio, TV or online format unless written approval has been obtained from FTI.
- The FTI membership database is the property of FTI. Members who wish to communicate with other members can do so by submitting items for e-Newsletters to: fti@frankstontourism.com.au