



# Islands' Tourism & Business Partnership Ltd

## General Terms & Conditions of Membership

Issued on 1<sup>st</sup> September 2022

These terms and conditions are between The Islands' Tourism & Business Partnership Limited thereafter "The Islands' Partnership" or "IP", and each member of The Islands' Partnership, thereafter "Member" and are in addition to the articles of association of The Islands' Partnership, a copy of which is available on request (the "Articles").

The Islands' Partnership shall notify each Member as and when these terms are amended or updated and a copy of the latest terms and conditions from time to time shall be located at: [www.visitislesofscilly.com](http://www.visitislesofscilly.com)

### **Part 1: General terms and conditions relating to membership of the Islands' Partnership**

1. Membership of the Islands' Partnership will be open to any individual, business or other organisation with an interest relating to the Isles of Scilly. The Directors of the Islands' Partnership reserve the right to refuse Membership to the Islands' Partnership at their absolute discretion without necessarily stating a reason.
2. Membership of the Islands' Partnership will be on an annual basis and will run from the 1<sup>st</sup> September through to the 31<sup>st</sup> August, subject to the Articles, these terms and conditions and any other rules of membership as may apply from time to time.
3. Each Member is obliged to pay its annual membership fees in advance by 1<sup>st</sup> September of the year to which they relate, failing which, their membership may be terminated by the board of directors with immediate effect.
4. A late payment fee of 8% will be levied on any fees that are outstanding for 60 days or more.
5. Membership will be based upon the named individual business.
6. The owner (or their nominee) of *each* business registered as a Member of the IP will have the right to vote at the Islands' Partnership AGM in accordance with the Articles.
7. Owners of more than one business may be eligible for a discount on any additional subsidiary business that they choose to register as a Member with the IP.
8. The Islands' Partnership will not act as an agent for any member.
9. The Islands' Partnership is the trading name of the Islands' Tourism and Business Partnership Ltd a Company limited by guarantee.
10. The information which you provide as part of your application for membership will be dealt with in accordance with the Islands' Partnership's privacy policy (a copy of which is available on request).
11. Any correspondence with the Islands' Partnership shall be made to the Chairman of the Board at Steamship House, Hugh Street, St Mary's, TR21 0LL.

## **Part 2: Terms and conditions relating to advertisement in the Islands' Partnership's Publications**

1. You must be a Member of the Islands' Partnership to feature on the Visit Isles of Scilly website (accessible at [www.visitislesofscilly.com](http://www.visitislesofscilly.com)) any successor website, or printed literature (together the "**Publications**").
2. If you are an accommodation provider you must hold a valid Visit England/AA assessment or similar to feature in the Publications. As an alternative you can opt to become a member of the Isles of Scilly Approved Accommodation Scheme ("**IOSAAS**"). As will be made clear in the Publications the IOSAAS is NOT a measure of quality, only of compliance with legal requirements, i.e. that your property is classified as 'Safe, Legal & Clean'. The IOSAAS is presently managed by the Islands' Partnership, and assessed by Quality in Tourism but the Islands' Partnership reserves the right to change the assessor at any time.
3. Should there be any changes to the accommodation described, it is the responsibility of the Member to inform the Islands' Partnership and to inform members of the public enquiring about accommodation, and customers who have booked, of the change.
4. Cancellation of advertisements are charged as follows:
  - a. Before pagination - £50
  - b. Post Pagination - 100% of cost unless space can be resold in which case a £50 administration fee will apply.
5. No change can be made in the size of advertisement once a booking has been made.
6. If any 'copy' or photographs are not submitted by the Member to the IP promptly and in any event within any deadline imposed by the Islands' Partnership, the Islands' Partnership shall be at liberty to proceed with the printing in as complete a form as practicable or omit the advertisement altogether at their discretion.

7. Reference to AA/Quality in Tourism Grading or similar can only be accepted with the authority of these organisations. Wrongful display is a breach of Trading Standards legislation.
8. Members' establishment details may also be displayed via various electronic systems – it is the responsibility of Members to advise the Islands' Partnership should any change arise (to facilities, grading's etc.) after the submission of the application forms.
9. It is the Members' responsibility to ensure that all artwork /photography supplied to the Islands Partnership is available for use by the Islands Partnership without cost/charge and that any necessary consents for its use has been obtained by the Member.
10. The Member shall indemnify and hold the Islands' Partnership harmless against all losses, damages, liabilities, costs and expenses incurred by the IP as a result of any act or omission of the Member under these terms and conditions including but not limited to any libel or any infringement of copyright due to copy and/or photographs supplied by the Member to the Islands' Partnership that is or are used by the Islands' Partnership for publication in print.
11. Any advertisements published in the Publications are carried on the assumption that they comply with the Consumer Protection from Unfair Trading Regulations 2008 and the Business Protection from Misleading Marketing Regulations 2008 and all other applicable laws and regulations. The IP reserves a right to refuse copy for publication if it has reason to suspect that advertisements do not comply with these provisions.
12. (a) A proof of every advertisement will be sent to those Members who choose to advertise in the Publications. The Member will be responsible for checking and, if necessary, correcting the proof and for returning it within the time allowed for this purpose. Additional alterations to copy made by the Member after the submission of a second proof will incur a £30 charge per additional submission and the Member shall be liable to meet any additional costs incurred.  
(b) No liability can be accepted by The Islands' Partnership for any error whatsoever in an advertisement.
13. The Islands' Partnership accepts no responsibility for any liability to the member or other third party arising from incorrect entries on either the Visit Isles of Scilly website or any successor website used by the Islands' Partnership.
14. If, accidentally or otherwise, an advertisement is omitted from the Publications, the Islands' Partnership shall not be liable for any loss of profit or direct or indirect loss suffered by the relevant Member and, in any event, the IP shall only be liable up to amount equal to the price paid by the Member for the relevant advertisement.
15. The Islands' Partnership reserves the right to reject any particular 'copy' or to decline or reject any applications for space in the Publications at any time in appropriate circumstances, whether the amount due in respect of the advertisement has been paid or not. In the event of an application being rejected after payment by the Member, a refund will be made.
16. The Islands' Partnership reserves the right to remove any Member's advertisement from the Publications after three justified complaints, at their discretion, or where an establishment is found to be contravening the requirements of the IOSAAS or other accreditation scheme.
17. The Islands' Partnership shall be entitled to require full payment of any adverts included in the Publications at the point of order.
18. Any reimbursement of the cost of Membership at any point will be at the discretion of the Islands' Partnership. Each request will be dealt with on an individual basis.