

By-laws

Margaret River Busselton Tourism Association (Inc)

Preface:

The Margaret River region has an enviable reputation as one of Australia's premier tourism destinations. Central to this reputation is the consistent quality of the products and experiences the region offers.

The Margaret River Busselton Tourism Association (MRBTA) has established these By-laws to ensure the conduct of our members positively contributes and enhances the tourism industry.

Completion and signature of the Membership Application Form, and subsequent renewal of your membership, constitutes a binding agreement to be a partner of the MRBTA in accordance with these By-laws.

Definitions:

Terms not defined in these By-laws have the meaning given to them in the Constitution.

Accommodation Provider means a member who provides Accommodation.

Bookable Operator means a member who provides a Bookable Product.

Bookable Product means accommodation, tours, events, activities and experiences that can be booked by MRBTA staff.

Membership Benefit means a benefit offered to members by MRBTA.

Membership Induction means training offered by MRBTA for new members in relation to the services and procedures of MRBTA.

MRBTA Member Console means the online system supplied to members by MRBTA in order for members to update their product information on the Website.

MRBTA Booking Console means the online system supplied to members by MRBTA in order for members to update their rates and availability to receive bookings from MRBTA.

On Request Operator means a member who offers inventory through the MRBTA Booking Console that requires confirmation from the Operator.

Instantly Confirmed Operator means a member who offers inventory through the MRBTA Booking Console that can be instantly confirmed.

Constitution means the constitution of MRBTA.

Map Listing means the listing of the member on maps produced by MRBTA.

Website means websites that are provided and controlled by MRBTA.

Website Listing means a webpage listing the member's business details on the Website. Where a member is a Bookable Operator, the Website Listing incorporates the MRBTA Booking Console.

Membership Transfer Form means a form completed by a business owner who has purchased an existing member business.

MRBTA means Margaret River Busselton Tourism Association (Inc).

Region has the meaning given in the Constitution.

Schedule of Fees and Charges means a listing of MRBTA fees and charges which is updated annually and may be amended as required.

Subscription means the fee payable for membership of MRBTA in accordance with rule 8 of the Constitution.

Tour Operator means a member who offers tours.

Visitor Centre means a visitor centre operated by MRBTA.

1. Constitution

Nothing in these By-laws limits or amends any provisions of the Constitution. To the extent that there is any inconsistency between the Constitution and these By-laws, the relevant provisions of the Constitution prevails.

2. Membership Period

Membership is valid from 1 January – 31 December.

3. Membership Criteria

Without limiting what the Board may consider when considering an application for membership or whether to suspend or expel a member, the Board will consider whether any member, or any business of a member, in the opinion of the Board:

- (a) is operating, or has previously operated, without the appropriate licences and/or insurances;
- (b) is breaching, or has previously, breached legal obligations, including adherence to all applicable Local, State and Federal laws and regulations;
- (c) has, or has had, a history of poor customer experience; and
- (d) has, or has had, a poor safety record.

4. Payment of Subscription

- (a) The Subscription may be paid by any method allowed by MRBTA..
- (b) The Subscription is non-refundable and non-transferable, except as provided at By-law 4(f).
- (c) For renewing members, payment of the Subscription must be received within the term stated by MBRTA.
- (d) The procedure provided in rule 7(d) of the Constitution will be followed if a Member fails to pay the prescribed Subscription within 30 days of the due date.
- (e) A pro rata Subscription may be applied when a new member joins the Association during the period set out at By-law 2.
- (f) In the event of a change in ownership of a member business -
 - (i) MRBTA membership will remain with the business, and
 - (ii) MRBTA will require the new business owner to nominate a representative to act on its behalf in the affairs of the Association through the completion of a Membership Transfer Form and also comply with the requirements of By-law 17(a).

5. Membership Induction and training

- (a) Upon becoming a member of MRBTA a representative of the member business will be required to complete the Membership Induction.
- (b) The Membership Induction will be provided free of charge.
- (c) New members must complete the Membership Induction within 4 weeks of acceptance of membership by the Board, or as otherwise agreed and approved by the Association.
- (d) A member's Map Listing and Website Listing will be activated only on completion of the Membership Induction.
- (e) If any additional training is requested by the member during the membership year, this training will be subject to availability and will be charged at a fee outlined in MRBTA's Schedule of Fees and Charges.

6. Additional Map Listings and Website Listings

- (a) Subject to By-law 14, a member may purchase additional Map Listings and Website Listings for a fee provided in the Schedule of Fees and Charges.
- (b) Any additional Map Listings and Website Listings of a member must operate under the same ownership and additionally –
 - (i) may operate under either the same or different ABN;
 - (ii) may operate under the same or different business name;
 - (iii) may operate from either the same or different business address.
- (c) The member purchasing additional Map Listings and Website Listings must act on behalf of all purchased Map Listings and Website Listings with respect to dealings with the Association.
- (d) The member is responsible for all purchased Map Listings and Website Listings meeting the requirements of the By-laws.

7. MRBTA Offences

- (a) Failure to comply with these By-laws, including (without limitation) the following, will constitute an Offence for the purpose of Rule 18 of the Constitution:
 - (i) By-law 5 (Membership Induction);
 - (ii) By-law 8 (Licences and Insurances);
 - (iii) By-law 9 (Conduct of MRBTA Members);
 - (iv) By-law 11 (Complaints & Disputes);
 - (v) By-law 12 (Website Details);
 - (vi) By-law 15 (MRBTA Bookable Operators – Specific Terms); and

(vii) By-law 16 (Duty of Care).

(b) By-law 7(a) is made in addition to, and does not limit, the definition of Offence provided in rule 18 of the Constitution.

8. Licences and Insurance

A member who operates a business in the Region must:

- (a) have an Australian Business Number and a registered business name or be an incorporated entity;
- (b) at all times, maintain all required licences, permits, approvals and authorities to operate that business;
- (c) maintain all insurances which a prudent operator of a similar business would take out, including public liability insurance for at least \$10 million or as otherwise advised by the Association, and provide certificates of currency of those insurances at MRBTA's request;
- (d) ensure that the businesses meet all other legal obligations, including adherence to all applicable Local, State and Federal laws and regulations; and
- (e) indemnify MRBTA against all claims against MRBTA and all loss or damage incurred by MRBTA in connection with any breach by the member of its obligations under this By-law 8.
- (f) MRBTA reserves the right to suspend or terminate membership pursuant to Rule 18 of the Constitution for any member failing to comply with By-law 8.

9. Conduct of MRBTA Members

- (a) MRBTA members are required to conduct themselves in a professional, courteous manner at all times. This includes with visitors, fellow MRBTA members and MRBTA staff.
- (b) MRBTA members are required to treat all visitors, fellow members and MRBTA staff fairly and equitably.

10. Customer Service and Experience

- (a) Each member must seek to meet (or exceed) the expectations of all customers to the best of their ability, and present their goods and services so as to ensure an excellent customer experience.
- (b) Members will ensure all advertising and promotional activities accurately reflect the activities of the business.

11. Complaints and Disputes

- (a) MRBTA members are required to deal with all concerns and queries fairly, amicably and as soon as practicable.

- (b) In the event of a dispute members will follow appropriate dispute resolution procedures.
- (c) Where the complaint is in relation to an experience or product booked or recommended by MRBTA:
 - (i) The member must ensure the complaint is followed up within 2 days of receipt.
 - (ii) The member must use reasonable endeavours to resolve all complaints of customers and fully cooperate with the MRBTA in any settlement negotiations, including making offers of refunds where appropriate.

12. Website Details

- (a) Each member must update and maintain their business information and images on the Website via the MRBTA Member Console.
- (b) All information published on the website must be true, accurate and current.
- (c) Members are required to ensure details listed are in compliance with the Australian Consumer Law.
- (d) All information published on the Website must meet the requirements of the Website style guide.
- (e) MRBTA reserves the right to edit business descriptions and images in line with the Website style guide.
- (f) Operating hours must be updated via the MRBTA Member Console.

13. Brochures

- (a) Members who display brochures must ensure that all brochure stock is DL sized (210mm x 99mm).
- (b) Members must ensure:
 - (i) that all brochures displayed under By-law 13(a) are true, accurate and up to date;
 - (ii) that the prices on the displayed brochures are honoured; and
 - (iii) that sufficient brochure stock is provided to the Visitor Centres.
- (c) MRBTA staff reserve the right to remove brochure space from display if the requirements outlined under By-law 12 are not met.

14. Map Listings

- (a) The following will qualify for a Map Listing:
 - (i) in respect of a member who is an Accommodation Provider, if the member has an onsite manager;

- (ii) in respect of member who is a Tour Operator, if the member has on-site reception or office; and
 - (iii) members located within the municipal boundaries of the City of Busselton and the Shire of Augusta Margaret River.
- (b) A member is only entitled to a Map Listing if the member has purchased this Membership Benefit.

15. MRBTA Bookable Operators - Specific Terms

- (a) Each member that wishes to receive bookings from MRBTA must maintain accurate business information, images, rates and availability via the MRBTA Booking Console.
- (b) MRBTA Bookable Operators must be able to be reached via email and phone. An after hours mobile phone contact must also be provided. These details must be entered into the MRBTA Booking Console.
- (c) If a member is unable to honour the product or service as advertised, the member is responsible for providing an alternative product or service at equal or greater value at the member's expense. If the member requires MRBTA assistance to find an alternative product or service for their client, the member must pay MRBTA an administration fee as provided in the Schedule of Fees and Charges.
- (d) Each member that wishes to receive bookings from MRBTA must pay a service commission to MRBTA at the following rates:
 - (i) 10% for 'Instantly Confirmed' operators;
 - (ii) 12.5% for 'On Request' operators (24-hour confirmation).
- (e) Commission must be included in published tariffs and the published tariffs must be consistent with each member's advertising and distribution channels including direct sales.
- (f) If a member elects to offer special rates, extra inclusions, different booking conditions, or payment terms, the member agrees MRBTA will be able to access such specials, inclusions, conditions or terms. The MRBTA's usual commission will apply.
- (g) MRBTA has the right to collect commission on cancelled bookings where the balance has been paid in full.
- (h) MRBTA has the right to collect commission where the client chooses to deal directly with the member after seeking the assistance of MRBTA. MRBTA will issue an invoice for the commission.
- (i) MRBTA Bookable Operators who require a bond must stipulate this as a booking condition in the MRBTA Booking Console. MRBTA Bookable Operators are responsible for the collection and return of all bond monies. The bond amount cannot added to the booking total when the booking is confirmed.
- (j) MRBTA Bookable Operators must offer a refund policy which is compatible with the MRBTA Booking Console.

16. Duty of Care

- (a) Each member will exercise their duty of care to address customer and staff safety and comfort.
- (b) Each member must have the appropriate risk management and safety protocols in place, which a prudent operator of a similar business would have.
- (c) In the event of an accident or incident, details must be documented and recorded to mitigate reoccurrence and be able to be provided to MRBTA, if requested.

17. Members Record & Database

- (a) Each member must promptly notify the MRBTA in writing of any changes to ownership, management, address, standards, operations or bank details.
- (b) The MRBTA membership database is the property of the MRBTA.
- (c) Members who have a product or service they would like to offer for the benefit of MRBTA members, can submit this to the MRBTA for approval, and if approved by MRBTA, in its sole discretion, the product or service will be circulated through MRBTA preferred channels.