

# Mudgee Region

## 2023-24 Mudgee Region Tourism Partnership Terms + Conditions

**Conditions applying to the provision, display and or publication of information provided by a partner (member or sponsor) to Mudgee Region Tourism Incorporated (MRTI) relating to a partner's business(s).**

1. A reference to MRTI in these Conditions is a reference to Mudgee Region Tourism Incorporated and where the context permits include its officers, employees and agents.
2. The partner accepts and agrees to be bound by the Members Code of Conduct and Ethics in force at all relevant times as set out in MRTI's Constitution available on its website at [www.visitmudgeeregion.com.au](http://www.visitmudgeeregion.com.au) (or such other website as may be noticed to partners) ("Partners Code") and the Partners Code will be deemed to be incorporated into these Conditions and the person submitting this Application as or on behalf of the applicant warrants to MRTI that he or she has read the Partners Code before lodging this Application with MRTI.
3. Any person who submits this Application on behalf of an applicant warrants to MRTI that he or she has the authority of the applicant to submit this Application on behalf of and to bind the applicant to these Conditions. This includes agreeing to full payment of invoices for the partnership services selected by the applicant, by specified deadline.
4. The partner when providing information in relation to that partner's business(s) to MRTI for the purpose of that information being provided by MRTI to third parties whether verbally or in written form and whether in the Mudgee Region Magazine or Map, online via MRTI's website, alternative promotional channels or otherwise warrants to MRTI that the partner does and will at all times:
  - (a) comply with all relevant laws relating to the operation of their business(s) and business premises including without affecting the generality:
    - (i) the Local Government Act and Regulations;
    - (ii) the Environmental Planning and Assessment Act, Regulations, relevant Local Environmental Plan(s) and the conditions of all necessary Development Consents and Building Permits;
    - (iii) all Acts relating to Occupational Health and Safety and Workcover and all legal requirements relating thereto;
    - (iv) the Trade Practices Act and the Fair-Trading Act and any Regulations under those respective Acts; and
    - (v) all amendments from time to time to any of those Acts, Regulations or legal requirements.

- (b) ensure that the partner provides to MRTI and to prospective customers accurate up to date and non-misleading information relating to the relevant business(s), the services provided and the charging and cancellation policies that apply.
5. The partner when providing information to MRTI relating to the partner's business(s) acknowledges that MRTI will be entitled to rely on the accuracy of the information provided by or on behalf of the partner to MRTI from time to time and will not be responsible for verifying the accuracy of such information or for verifying or enforcing compliance by the partner with all relevant laws AND further acknowledges that the partner will indemnify and keep indemnified MRTI from and against all claims, demands, actions, proceedings, judgments, costs and accounts whatsoever that may be made, brought or recovered against MRTI arising out of or in relation to:
- (i) the use of or the provision, display or publication of the information provided to MRTI by or on behalf of the partner; or
  - (ii) the failure by the partner to comply with all relevant laws; or
  - (iii) the negligent or deliberate act or omission of the partner; or
  - (iv) the partner's failure to comply with any contract for the supply of accommodation or other services or products to third parties AND this indemnity will continue notwithstanding that the person providing the indemnity has ceased to be a partner of MRTI and will be enforceable by MRTI against the partner or former partner notwithstanding that any loss, damage or injury suffered by any third party may have been contributed to by the negligent act or omission of MRTI.
6. The partner acknowledges that MRTI in providing information to third parties in relation to the partner's business(s) or to any other partner's business(s) whether verbally or in written form and whether in the Mudgee Region Magazine or Map, online on MRTI's website, alternative promotional channels or otherwise will do so in good faith but will not be liable to the partner for any loss (including special or consequential loss) that the partner may suffer as a result of a negligent or inadvertent error or omission by MRTI or as a result of MRTI relying on information provided to it by or on behalf of another partner.
7. In these Conditions the provision of information will include the provision of information that is contained within an advertisement and information provided to MRTI by a partner will include information provided to MRTI in or with the partner's Application for partnership.
8. The MRTI Constitution's 'Membership Cessation', 'Membership Entitlements are not Transferrable' and 'Resignation of Membership' clauses detail the process for members wishing to cancel or transfer a membership mid-term.