

VISIT BELFAST MEMBERSHIP TERMS & CONDITIONS

Belfast Visitor and Convention Bureau Limited, trading as Visit Belfast (**Visit Belfast**) is a professional organisation interested in working with and promoting like-minded companies and businesses that adhere to a high standard of service and professionalism. In order to ensure that we achieve this, we require all parties participating in our member programme to subscribe to these terms and conditions.

1. By participating in Visit Belfast's membership, and in consideration of payment of the fee paid to Visit Belfast for such participation, you agree that:
 - Visit Belfast is appointed to promote your organisation and its products and/or services to the extent and in the manner specified as applicable to your member tier and according to the terms and conditions set out in this document; and
 - Visit Belfast's appointment is on a non-exclusive basis and it shall be free to provide the same or similar promotion services for other organisations at its discretion.
2. Any lapsed membership(s) will be liable for a re-activation fee and payment of any outstanding debt owed to Visit Belfast.
3. Visit Belfast, acting at its discretion, reserves the right to refuse admission to and/or refuse continued participation in the membership programme to any organisation or individual. Without limiting the foregoing, Visit Belfast reserves the right to refuse an application for participation in the membership programme and/or terminate continued participation where the organisation, individual and/or the products or services it offers does not meet recognised industry standards; is not reflective of the Belfast Brand and/or which does not have a product or service that is relevant to the local tourism industry (all of which shall be determined at Visit Belfast's sole discretion).
4. Any organisation which Visit Belfast agrees can participate in the membership programme will be notified accordingly in writing by Visit Belfast. Such participation will only commence once Visit Belfast has received (in cleared funds) payment of the applicable participation fee. Participation is non-transferable and all fees, once paid, are non-refundable.
5. In selling any vouchers and/or ticket(s) for a tour, event, attraction, trip, excursion and/or travel or other related product or service provided by you or on your behalf (**Excursion**), you acknowledge that Visit Belfast acts as your intermediary (and not as your agent, employee, member, sponsor, affiliate or other representative). By purchasing any such voucher or ticket(s), you acknowledge that the end customer making the purchase enters into a direct (legally binding) contractual relationship with you to purchase an Excursion.
6. You acknowledge and agree that all information disclosed by Visit Belfast regarding the Excursion(s) is based on the information you provide. Visit Belfast will not accept any liability for verifying if such information is accurate or up to date and will not be responsible for any errors, interruptions, inaccurate, misleading or incorrect information. At all times, you remain responsible for the accuracy of all information provided regarding the Excursion and must ensure that such information is regularly updated. Visit Belfast does not, and cannot, endorse your organisation or any Excursion(s) and takes no responsibility for the products or services provided.
7. You acknowledge and agree that the views expressed during any Excursion(s) represent those of your organisation and are not those of Visit Belfast. You acknowledge and agree that you are solely responsible and assume all responsibility and liability in respect of the Excursion(s) and you will be responsible for dealing with all complaints or claims received.
8. You agree at all times that your organisation shall (and further that you shall procure all employees, representatives, agents or other parties acting on your instruction or behalf shall):
 - maintain the highest standards of service and professionalism and seek at all times to positively contribute to the reputation of Belfast as a tourist destination;
 - comply with all laws, regulations, certification and licensing requirements applicable to your organisation and provision of the Excursion(s);
 - without limiting your obligations under paragraph (c) above, and where applicable according to the type of Excursion(s) offered, comply with the necessary statutory and licensing requirements specified by the Driver and Vehicle Licensing Northern Ireland Road Transport Licensing Division;

- put in place and maintain such forms and levels of insurance as are appropriate for your organisation and the nature of Excursion(s) offered by your organisation;
 - where applicable according to the type of Excursion(s) offered:
 - obtain and maintain at all times a current accommodation certification issued by Tourism NI;
 - comply, when offering bureau de change facilities, with the British Banker's Association Banking Code;
9. Visit Belfast shall be entitled, at any time and without cause, to either (a) immediately suspend your participation in the membership programme for such period(s) as Visit Belfast determines necessary or appropriate; and/or (b) terminate your participation in the membership programme, upon providing no less than 14 day's prior written notice to that effect. In addition, Visit Belfast shall be entitled to suspend and/or terminate your participation at any time upon written notice to you with immediate effect, in the event that:
- Visit Belfast considers, in its reasonable opinion, that you have, or are likely to, cause damage to Visit Belfast's or its stakeholders' or the local tourism industry's interests, reputation or standing;
 - you breach any of these terms and conditions (in whole or part), irrespective of whether such breach is remediable;
 - following receipt and investigation of a complaint about your organisation or any Excursion(s) which is not resolved or is sufficiently serious that Visit Belfast determines cannot be resolved to its reasonable satisfaction;
 - more than 3 customer complaints are received in any quarter and your organisation has failed, to Visit Belfast's reasonable satisfaction, to take sufficient steps to resolve such complaints and/or the issues giving rise to such complaints;
 - you cease, or threaten to cease to carry on business; and/or
 - you undergo a change in control, or purport to assign your participation in the member programme without our prior written consent. Control for the purposes of this paragraph shall mean the ability to direct the affairs of another, whether by virtue of the ownership of shares, contract or otherwise.
10. All organisations participating in the membership programme will automatically be invoiced for payment of renewal fees on an annual basis. Should you wish to cancel your participation, Visit Belfast must receive written notice to this effect no less than 30 days in advance of **1st April**. If you fail to make payment (in cleared funds) within 30 days of your receipt of the renewal invoice and/or you have failed to pay any other amount which has been invoiced by, and is due to, Visit Belfast, within 30 days of the date of invoice, your participation in the member programme will be immediately suspended and/or terminated by Visit Belfast. Any outstanding amounts owed to Visit Belfast will continue to be pursued.
11. You hereby warrant, represent and undertake that:
- You own (or hold the right to licence) the intellectual property rights in all imagery and other materials provided to Visit Belfast and any such images and other materials have not been copied, wholly or substantially, from any other source;
 - Visit Belfast's use of such imagery and materials, for the purposes specified in the relevant tier of participation in the member programme described in the Visit Belfast Marketing Opportunities Booklet [Available from the Partnership team or on the partners area of <https://visitbelfastpartners.com/partnership/partner-opportunities/>] will not infringe the intellectual property or other rights of any third party.
12. You acknowledge and agree that Visit Belfast reserves the absolute right to edit copy for entry in Visit Belfast publications, websites and other visitor facing platforms as deemed appropriate.
13. You hereby agree to indemnify (and keep indemnified) Visit Belfast in full from and against all costs, claims, demands, expenses (including reasonable legal expenses), liabilities, damages or other losses suffered or incurred by Visit Belfast as a result of or in connection with any claim or action brought or threatened against Visit Belfast by any third party in connection with your (or any of your employees, agents or other representatives) acts, omissions, negligence or default or breach or these terms and conditions.
14. Nothing in these terms and conditions shall limit or exclude Visit Belfast's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation or any other matter in respect of which it would be unlawful to exclude or restrict liability.

15. Subject to paragraph 13, Visit Belfast shall not, under any circumstances, be liable, whether in contract, tort (including negligence), breach of statutory duty or otherwise for:
 - any indirect or consequential loss or damage;
 - loss of profit, loss of business, loss of revenue, loss of data or goodwill or anticipated savings; and/or
 - any action or claim brought or threatened under paragraph 12 or otherwise connected with same.
16. Subject to paragraph 13, Visit Belfast's total liability arising out of or in connection with these terms and conditions and your participation in the member programme shall in no circumstances exceed the fees paid or payable by you for participation in the member programme in the previous 12 month period preceding any claim.
17. These terms and conditions are governed by and shall be construed in accordance with Northern Irish law and any disputes arising shall be subject to the exclusive jurisdiction of the Northern Irish courts.