

# Christchurch

*& Canterbury Tourism*

## Services to Business Partners

### Introduction

To improve access to information services to both intending visitors and global travel sellers Christchurch & Canterbury Tourism (CCT) offers the tourism industry within Canterbury a range of partner services that include brochure display within i-SITE locations, web listings on [www.christchurchnz.com](http://www.christchurchnz.com) and inclusion in the bid proposals prepared to attract meetings, conferences and incentive travel groups to our region.

Completion of the Service Agreement Application requires intending business partners to agree to the terms and conditions associated with these arrangements which are set out below. We ask that all intending business partners who are seeking a service agreement with CCT read these terms and conditions carefully before completing their application.

For the purposes of the terms and conditions document, any company completing an application is referred to in the terms and conditions document as “the operator”.

CCT does not undertake to accept all applications to supply business partner services. Some applications may be turned down because of over-subscription to i-SITE display space, quality concerns relating to the competence of an operator to satisfactorily deliver visitor services, past problems relating to payment or disputes, or the scope of visitor services that CCT wish to promote.

CCT intends to fully support tourism operators who demonstrate a commitment to developing and maintaining quality standards and gives a best endeavours undertaking to promote Qualmark endorsed activities by giving Qualmark accredited services enhanced profile at the point of sale over non Qualmarked products and services.

### Terms & Conditions of Service Agreements

#### 1 Brochure Display Services

- i) Brochures will be displayed in the operator’s preferred category in a specific location within the Christchurch/Akaroa i-SITE as decided by CCT
- ii) Where brochure display space is limited, no individual operator will be permitted to display more than 5 brochures

- iii) Each operator will be required to provide a minimum of 300 brochures for display. The i-SITE will contact the operator when stock is low
- iv) Brochure deliveries must be delivered to the addresses below:
 

<i>Send to:</i>	<i>Up until 1 October</i>	<i>After 10 October</i>	
	Christchurch i-SITE	Christchurch i-SITE	Akaroa information Centre
	Chateau on the Park	Botanic Gardens	80 Rue Lavaud
	Kilmarnock Street	Rolleston Ave	Akaroa
	Christchurch 8011	Christchurch	
- v) Where a brochure has two or more folds, the paper weight is to be no less than 130gsm per page
- vi) Contents of operator brochures should not represent product or services that directly competes with CCT business
- vii) Approved inserts within brochures must be related to the product or service detailed within the brochure. Inserts are to be interleaved prior to delivery to CCT
- viii) For ease of handling and safety reasons boxes of brochures must not exceed 15kgs. All loose bundles of brochures are to be properly secured
- ix) Operators are not permitted under any circumstances to re-stock shelves, move or remove brochures from the display stands
- x) CCT reserves the right to remove a brochure from display if:
  - a) Products or service claims made within a brochure are untrue
  - b) If a number of material complaints are received about a particular product or service advertised in a brochure
  - c) If the quality of the printed brochure is deemed to be substandard as assessed by CCT
- xi) The operator agrees to pay CCT a commission fee of 12.5% on the gross amount of any voucher or referral voucher issued for any booked product, activity or service of the operator or as otherwise agreed.

## **2 Website Listings**

- i) The operator must supply full information and imagery of their product or service to be listed on christchurchnz.com utilising the forms supplied by CCT
- ii) Website listings will be displayed in the operator's preferred category and district on christchurchnz.com
- iii) All information supplied by operators for use on christchurchnz.com must be an accurate representation of the product or service
- iv) All images supplied by operators for use on christchurchnz.com must have full ownership rights by the operator
- v) CCT reserves the right to remove a particular website listing if the information is incorrect, misleading, and inappropriate or if there is a dispute or a number of material customer complaints about the listed product or service

- vi) CCT reserves the right to remove any images supplied by operators if they are not an accurate representation of the product or service or if they operator does not have full ownership rights to the images

### **3 Christchurch & Canterbury Convention Bureau (CCCB)**

CCCB supports operators seeking business access to the meetings, conference and incentives market with a range of activities designed to attract conference and incentive groups to the city and region. CCT will only approve a CCCB partnership with operators undertaking business activities directly involved in the conference & incentive industry. CCCB offers three levels of partnership as indicated on the application form, each with unique benefits and levels of participation.

- i) Where relevant to the bid requirements, operators will be included in CCCB Bids, Referrals and Business Leads. (i.e. inclusion is subject to client requirements)
- ii) Where appropriate, operators will be invited to participate in familiarisations / site inspections. (i.e. inclusion is subject to client requirements)
- iii) Special Conditions apply to invitations to participate in CCCB co-ordinated Tradeshows and Roadshows – either within New Zealand or International. These will be indicated in the prospectus for each event
- iv) CCCB PR support and promotional opportunities are available to operators at the discretion of CCCB Management
- v) CCCB Website – each operator is required to supply full information and imagery of their product or service to be listed on [christchurchconventions.com](http://christchurchconventions.com)
- vi) CCCB reserves the right to remove a particular website listing if the information is incorrect, misleading, and inappropriate or if there is a dispute or a number of material customer complaints about the listed product or service

### **4 Administration**

- i) Brochures and other paid advertising will not be displayed until payment is received in full
- ii) Processing of display (website & brochure) may take up to 5 working days after payment is received
- iii) Changes in product, price, service, ownership, bank account or contact details including email addresses is to be advised in writing or by email to the Business Development Team:  
Business Development Team  
Christchurch and Canterbury Tourism  
PO Box 2600  
Christchurch 8140  
Email: [business.development@christchurchnz.com](mailto:business.development@christchurchnz.com)
- iv) Should brochure display be terminated due to non-payment, an administration fee of \$50.00 will apply when brochure display is reinstated
- v) Should an alternative brochure replace existing information a \$50 administration fee will apply
- vi) Should the operator terminate display prior to the agreed period of service, no refund will be issued

- vii) Termination of display fees are not refundable or transferable to a future date but can be transferred to a new owner if the business changes ownership within the contract period
- viii) The operator agrees to pay all costs associated with debt collecting applicable to non payment of advertising or any other CCT invoicing
- ix) The operator and any agents or contractors acting for the operator must be fully compliant with all applicable licenses, permits, approvals, NZ laws and regulations in relation to operation of the business
- x) In the event that an operator is found to be in breach of any NZ laws or regulations, or fails in the sole opinion of CCT to supply the service to an acceptable standard, CCT reserves the right to terminate the service agreement by written notice with immediate effect
- xi) CCT is authorised by the operator to promote the business via database marketing - proactively providing your contact details to third parties (for example, Tourism New Zealand, travel wholesalers, etc.)
- xii) Under no circumstances shall an operator tout for business within the i-SITE building or grounds. Any breach of this requirement gives CCT the right to terminate the service agreement by written notice with immediate effect
- xiii) In accepting CCT's terms and conditions, the operator gives consent to receive regular electronic communications on advertising opportunities and promotional marketing activity and also to receive our monthly newsletter. To unsubscribe at any time, email [business.development@christchurchnz.com](mailto:business.development@christchurchnz.com)

## **5 Christchurch i-SITE and/or Akaroa Visitors Centre Bookings and Payments**

- i) CCT will collect full payment or deposit only from customers as per agreement
- ii) The price quoted by the operator will include provision of the commission component as per agreement
- iii) Where an operator has special offers or a discounted product in additional publications displayed in any CCT locations, these products or services must be commissionable for sale through the i-SITE at the advertised discounted rate. CCT reserves the right to refuse display of the additional publication if the discounted rate is not available for sale through the i-SITE Visitor Centre and/or Akaroa Visitors Centre
- iv) At the time of a booking confirmation the i-SITE will quote a voucher number; the operator is required to keep note of this number, as it is confirmation that the customer has paid
- v) The operator agrees to inform CCT in writing if booked activities are transferred to another operator
- vi) CCT will pay the operator by direct credit on the 20<sup>th</sup> of the month following the date that the booked service is availed as per the issued voucher minus agreed commissions
- vii) If referral vouchers are issued and service is availed, the commission payment will be invoiced by CCT and payment is due on the 20<sup>th</sup> day of the month following
- viii) If the operator has a refund and cancellation policy in place, this must be supplied in writing to CCT stating specific terms and conditions
- ix) CCT must receive confirmation either written or verbal from operators before any refunds are transacted

- x) CCT does not provide any guarantees in respect to the levels of bookings or referrals as a result of brochure display and/or website listing
- xi) Operators are requested not to send an invoice for bookings – payments will be forwarded automatically on the 20<sup>th</sup> of the month from commencement of travel
- xii) CCT accepts no responsibility for the non operation of any service reserved through CCT where the non operation is due to operator timetable changes or other service disruption which have not been notified in writing to CCT

## **6 Complaints Policy**

- i) CCT as a booking agent has an obligation to investigate any material complaint about a service that it has represented and sold. CCT expect co-operation in the investigation of any complaint from all operators
- ii) If an operator fails to respond, or refuses to acknowledge any responsibility for a justified complaint, we reserve the right to remove the operators' brochures from the brochure racks and all advertising and to terminate the agreement by written notice with immediate effect. No refund of the annual service agreement fee will apply in these circumstances

## **7 Service Statement**

- i) CCT operates the Christchurch i-SITE and Akaroa Visitors Centre & [www.christchurchnz.com](http://www.christchurchnz.com) & Christchurch & Canterbury Convention Bureau with the objective of stimulating economic activity within these regions. The Centres and website exist to provide quality information and booking services for all visitors and are important distribution outlets for the region's visitor industry operators, suppliers, organisations and businesses

## **8 Code of Conduct**

CCT will always undertake to conduct our business in a professional and respectful manner. Equally, CCT expect their Business Partners to do likewise. Should CCT have reasonable cause to believe that an operator has failed to meet these standards then:

- i) CCT shall have the right to suspend the operator's membership and conduct an investigation as to whether the operator has met the required standards; and
- ii) If CCT after conducting such investigation determines that the operator has been in breach of the required standards, CCT will have the right to terminate the service agreement by written notice with immediate effect

In determining whether an operator has met the required standards, CCT may (but without limitation) have regard to any actions by the operator interfering with CCT's rights and obligations under this agreement, abusing CCT's employees or failing to act in good faith or reasonably in any conflict resolution process.

## **9 Termination**

Notwithstanding and without prejudice to any rights of termination given to CCT elsewhere in this agreement in the event of the operator going into liquidation or receivership or committing any breach of its covenants and obligations contained in this agreement and failing to remedy such

breach within 14 days of written notice of the breach being given by CCT to the operator, CCT will have the right to terminate this agreement by written notice with immediate effect.