

## Code of conduct and Terms & Conditions

I/we acknowledge that a Partnership registration with Destination Phillip Island Tourism is subject to review and acceptance by Phillip Island Tourism. I understand that actively participating in Destination Phillip Island Tourism activities is the best way to maximise my subscription benefits eg, booking service, workshops, marketing projects, proactively supplying content including imagery for the website, social media, marketing campaigns, and contributing to industry newsletters etc.

I consent to have my details released for the purpose of promoting my business as part of the benefits of being a Partner and in accordance with the Information Privacy Act 2000 guidelines. I agree to receive information and correspondence via Destination Phillip Island Tourism, its agents, partners or contractors.

Please note: Phillip Island Tourism does not share or sell our database to unauthorised third parties.

### Warranty

I / we agree and warrant that I / we have and / or will obtain and maintain the current of the following during our partnership subscription with Phillip Island Tourism:

1. A Certificate of Registration of Business Name (if not trading under the company's name or the exact name of a sole trader)
2. A Certificate of Currency (Public Liability Insurance for coverage of at least \$10 million)
3. A Certificate of Incorporation of Proprietary Company (if trading via a company)
4. All necessary permits, authorities and approvals required to conduct your business eg, Commonwealth licenses, State licenses, Council approvals, Health Permits, appropriate vehicle licenses, and other Government approvals.

I / We undertake to notify Phillip Island Tourism immediately if any of the above applicable certificates, permits, licenses etc are canceled, expire or otherwise become inoperative during our subscription with Phillip Island Tourism.

I / We undertake to notify Phillip Island Tourism immediately if ownership of our business changes during our subscription to Phillip Island Tourism.

I / We recognise that this is a formal application and that I / we will be bound by the above warranty.

I / We recognise that refunds will be at the discretion of the Phillip Island Tourism

### Waiver in favour of Destination Phillip Island Tourism

I / We acknowledge Destination Phillip Island Tourism (including its officers, employees and contractors) will not be responsible for any loss or damage to my / our brochures due to circumstances beyond their control.

### Indemnity and release

1. I / we agree to fully indemnify Destination Phillip Island Tourism (and its officers, employees, agents and contractors) against any and all liability, loss, damage or costs (including legal costs on a full indemnity basis) incurred arising from or in connection with any of the following:

Any breach by me / us of the warranties contained in this document, Destination Phillip Island Tourism Code of Conduct and / or Destination Phillip Island Tourism

### Terms and Conditions

Any information for details provided by me / us to Phillip Island Tourism or the public about any accommodation, tours, products or services

### Concerns and feedback

Destination Phillip Island subscribers should register any concerns about Destination Phillip Island, its officers, employees, agents, contractors or other business promptly in writing to [dpi@visitphillipisland.com.au](mailto:dpi@visitphillipisland.com.au)

Concerns will be dealt with in a timely manner.

\*Note: A reference to "I", "we", "me", "us" etc in this document includes a reference to you/the company's officers, employees, agent and contractors.