



Penzance & District Tourism Association

Accommodation Quality Charter

The Penzance & District Tourism Association (PDTA) fully supports both the National Quality Assessment Scheme run nationally by Quality In Tourism [QIT] for Visit England and The AA, as well as the Visit Cornwall recognised Inspection Scheme.

However, the PDTA does recognise that for some businesses there may not be the business-based justification for using these schemes and, in these circumstances, the PDTA is willing to consider allowing these businesses into membership.

To become a member of the PDTA and advertise on our website and other promotional activities we ask you to agree to the charter below.

1. **Welcome.** To provide a warm welcome' to all visitors.
2. **Customer satisfaction.** To have a complaints policy that is implemented speedily and effectively; to ensure that any issues that may arise are resolved by prompt, professional and polite action.
3. **Quality and Standards.** To maintain excellent standards of service and cleanliness.
4. **Accuracy.** To ensure all information provided for visitors is up to date and accurate.
5. **Information.** To ensure all information is readily available to visitors, especially with regard to pricing (including extras), taxes and payment, and package items.
6. **Accessibility.** To maintain an Accessibility Statement that is regularly reviewed and amended to take account of the needs of visitors with disabilities; to fully assist visitors with specific needs, in order to maximize enjoyment of their visit; to ensure facilities and services are reasonably accessible to visitors with disabilities where appropriate.
7. **Legal Requirements.** To fulfill all legal obligations and responsibilities (fire precautions, display orders, food safety/ hygiene, licensing, health and safety, discrimination, trade descriptions, data protection, Hotel Proprietors Act etc.), and maintain adequate insurance cover.
8. **Discrimination.** To provide a welcoming and caring service to visitors that does not discriminate e.g. by gender, race, religion.
9. **Cancellations.** To maintain a Cancellations Policy that is readily available for visitors at each stage of their visit – from pre booking through to after departure.
10. **Sustainability.** To manage my business in a way that supports the natural environment; to minimize carbon footprint; to actively source/use local produce where possible.

Terms and Conditions

Background

The Penzance & District Tourism Association offers tourism businesses the option of being promoted via its website and others promotional activities. These services are provided on a chargeable basis upon application by the Tourism Business subject to these Terms and Conditions (the Agreement).

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

“Tourism Business” means the tourism business operated from the Premises being promoted by The PDTA in accordance with these terms and conditions;

“The Accommodation Quality Charter” means the accommodation quality charter document attached to these terms and conditions;

“Premises” means the premises promoted by The PDTA from which the Tourism Business operates;

“Promotional Services” means the promotional services provided by The PDTA in respect of the Tourism Business/Premises via its website and others promotional activities.

“Intellectual Property Rights” means all copyright, patents or patent rights, and any unregistered design rights, trademarks, service marks, database rights and all other intellectual property rights whatsoever in the world enforceable.

2. A member of the team will visit you on receipt of your application purely to get a view of your property, to meet you as the applicant, and to see the facilities so we can be sure that we are promoting your property to the right visitors. The visit is in no way an inspection but The PDTA reserves the right to decline the application for any reason relating to the facilities and is not obliged to accept any application made by a Tourism Business or to give any reason for refusal.

3. This Agreement shall commence on the date that it is signed on behalf of The PDTA and shall remain in full force and effect while the PDTA continues to promote the Tourism Business and/or Premises (the ‘Term’).

4. The Tourism Business warrants that the information provided by, or on behalf of, the Tourism Business to be used by The PDTA to deliver Promotional Services is true, accurate and representative of the Tourism Business/Premises, and that should any of that information materially change during the Term it shall promptly notify The PDTA and supply them with any additional information required to maintain accuracy.

5. The PDTA may from time to time make variations to this Agreement without prior notice to the Tourist Business.

6. As a condition of accepting the aforementioned services the Tourism Business agrees to maintain the highest standards of service and professionalism and seek to enhance the reputation of Penzance Town, and Cornwall, as a visitor destination in accordance with the Accommodation

Quality Charter.

7. The Tourism Business shall at all times comply with all statutory requirements, regulations and all other provisions required to be observed and performed in respect of operation of the Tourism Business and the Premises and maintain insurance cover with a reputable insurance company to accord with statutory requirements.
8. The PDTA does not claim any ownership rights in respect of any text, images, photographs, film or any other materials provided to The PDTA on behalf of the Tourism Business for providing Promotional Services in respect of the Tourism Business. The Tourism Business grants to The PDTA a non-exclusive, royalty-free license to use, modify, delete from, add to, publicly perform, publicly display and distribute any such text, images, photographs, film or any other materials provided to the PDTA on behalf of the Tourism Business for the purposes set out above and warrants that they have obtained all necessary rights to grant this license.
9. The Tourism Business hereby agrees to indemnify The PDTA against all actions, claims, demands, proceedings, damages and costs arising from or incurred by reason of any infringement or alleged infringement of the Intellectual Property Rights of a third party in respect of any material supplied by Tourism Business to The PDTA for the purpose of providing the Promotional Services.
10. The PDTA reserves the right, at its sole discretion, to terminate this Agreement for any or no reason with or without prior notice or explanation and without liability.
11. The Tourism Business may terminate this Agreement at any time by giving notice to The PDTA, Keigwin House, Alexandra Rd, Penzance TR18 4LZ, fran@keigwinhouse.co.uk
12. Upon termination the PDTA shall as soon as reasonably possible remove the details of the Tourism Business and the Premises from its details of the Tourism Business and the Premises from material used in tourism marketing campaigns and made available through The PDTA. At such time as these activities cease any license granted to the PDTA by the Tourism Business shall also cease.
13. The Tourism Business accepts that the PDTA may be required to disclose information relating to this Agreement or the Tourism Business in order to comply with its obligations under the Freedom of Information Act 2000 and/or any other legislation requiring disclosure of information to persons requesting it such as, without limitation, the Environmental Information Regulations 2004, and associated codes of practice issued by the Information Commissioners Office or any successor office.
14. No term of this Agreement is intended for the benefit of any third party, and the parties do not intend that any term of this Agreement should be enforceable by a third party either under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
15. This Agreement shall be deemed to be made in England and subject to English law.

It must be noted that the PDTA reserves the right to refuse applications that it feels does not meet the criteria set out in this charter and its decision is final.

In signing this document I/we hereby confirm that we are authorized to do so on behalf of the Tourism Business and agree on behalf of the Tourism Business to observe the Accommodation Quality Charter and to be bound by these Terms and Conditions as a condition of The PDTA providing the Promotional Services:

Authorised signature: *on behalf of the Tourism Business*

Name printed:

Tourism business:

Address:

Email:

Landline:

Mobile:

Please return to:

The PDTA,
Keigwin House,
Alexandra Rd,
Penzance
TR18 4LZ

For office use only:

Authorised signature for The PDTA

Name printed:

Date:
