

# MORNINGTON PENINSULA

Regional Tourism



## 1. MPRT INDUSTRY PARTNERSHIP CODE OF CONDUCT

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### Definitions

- FCC: Frankston City Council
- MPRT: Mornington Peninsula Regional Tourism
- MPRTB: Mornington Peninsula Regional Tourism Board
- MPRT Partner: a business that is a financial partner of Mornington Peninsula Regional Tourism
- MPRT Partnership: a financial transaction between MPRT and a tourism business in exchange for the receipt of benefits as stated in the prospectus
- MPS: Mornington Peninsula Shire

# **1. MPRT INDUSTRY PARTNERSHIP CODE OF CONDUCT**

The Mornington Peninsula Regional Tourism (MPRT) Code of Conduct outlines professional guidelines that set STANDARDS OF SERVICE for tourism operators in the Mornington Peninsula Tourism region who partner with MPRT.

MPRT Industry Partners are required to adhere to the guidelines to enhance the region's tourism industry and contribute positively to the community, environment and quality of life.

## **1.1 MPRT INDUSTRY PARTNERS ARE REQUIRED TO:**

- act professionally and conduct their business activity with a high level of care and consideration towards MPRT, its partners, customers, staff, management and the community.
- be ambassadors for tourism in the Mornington Peninsula Tourism region and help promote community understanding of the importance of tourism as a vibrant contributor to the Mornington Peninsula Tourism region's economy and quality of life.
- deliver with integrity and honesty, all advertised products and services and meet all legal responsibilities.
- meet the reasonable expectations of all customers to the best of their ability, and in doing so reserve the right to change their goods and services to meet expectations of its customers.
- comply with the laws and regulations of Australia and ensure all contracts and terms of business are clear, concise and honoured in full and all dealings are ethical and fair.
- maintain and comply with all required and/or relevant certificates, permits, licences and/or approvals to conduct their business activity.
- ensure rates for goods and services and cancellation fees are reasonable and fair.
- honour published rates.
- advise customers at the time of the initial booking of any cancellation policies or additional service charges that may be imposed.
- speak and act respectfully, and not denigrate or slander anyone or discriminate on the basis of race, age, gender, religious belief, sexual orientation or political persuasion.
- ensure claims in advertising and marketing of their product(s) or service(s) are true (including imagery), are never misleading or exaggerated, and not negative about another product or service in all forms of media including web, social media, print, radio, TV, etc.
- consider the interests of local communities and endeavour to ensure the impacts of operating their business on other businesses, community life and environment are positive and beneficial.
- manage their business effectively and efficiently, enhancing the reputation of tourism in the Mornington Peninsula Tourism region.
- operate a humane, safe and healthy working environment for staff, customers and the public in accordance with OHS legislation and best practice.
- ensure their business management and staff are aware of their risk management responsibilities and endeavour to continuously improve the standard of services that they offer.
- manage their staff and contractors fairly and equitably.

- respond and resolve customer complaints and to change business processes and policies when necessary. It is the responsibility of the MPRT Partner to ensure all feedback is followed up within 7 days of receipt of the complaint and to cooperate with MPRT to make sure that an appropriate outcome is achieved for all parties concerned.

## **1.2 MPRT INDUSTRY PARTNERS ARE EXPECTED TO:**

- operate their business guided by environmental and best practice guidelines in relation to conserving water, energy and the natural environment. Business operators must endeavour to balance the rights of future generations with current economic needs, preserving and improving the Mornington Peninsula Tourism region's quality of life.

# 2. MPRT INDUSTRY PARTNER TERMS AND CONDITIONS

Mornington Peninsula Regional Tourism (MPRT) is proud to promote the quality products and services of MPRT Partners to visitors. To ensure the highest level of visitor satisfaction, MPRT has put in place a set of Terms and Conditions to help members make sure *INDUSTRY STANDARDS IN BUSINESS OPERATION* are met. Following these Terms and Conditions helps protect both partners and MPRT alike.

## 2.1 INDUSTRY PARTNERSHIP ELIGIBILITY

- Partnership is open to tourism focused businesses.
- The business must operate within the notional geographic boundaries of the Mornington Peninsula Tourism region. This includes the area covered by the Mornington Peninsula Shire (MPS) and Frankston City Council (FCC). Tourism Businesses outside these areas shall be considered on merit.
- Partnership is subject to review and acceptance by MPRT.
- All MPRT Partners must abide by MPRT Code of Conduct, MPRT Terms and Conditions and MPRT Regional Booking Service Terms & Conditions. Breaches may result in suspension of partnership and associated benefits. Partners have the right to address the MPRT Board should a breach be alleged against them.

## 2.2 CURRENT LICENCES AND INSURANCES

MPRT Partners shall;

- hold all required licences, permits, approvals and authorities to operate their business, all of which must be current and up to date.
- hold public liability insurance for at least \$20 million cover and submit a copy of this on request.
- comply with all legal obligations, including adherence to Local, State and Federal statutory obligations.

MPRT Partners undertake to notify MPRT immediately if any of the above applicable certificates, permits, licences etc are cancelled, expire or otherwise become void during partnership with MPRT.

## 2.3 TRANSPORT OPERATORS

MPRT Partners shall;

- ensure vehicles are maintained regularly to meet Australian safety standards and licensing requirements.

## 2.4 RESPONSIBLE SERVICE OF ALCOHOL

MPRT Partners who serve alcohol to the public shall;

- ensure all applicable licensing is current and all responsible service of alcohol requirements are complied with.

## 2.5 LOCAL LAW REQUIREMENTS

MPRT Partners must comply with relevant Council Local Laws. MPRT Partners who serve food to the public shall;

- comply with the applicable Mornington Peninsula Shire or Frankston City Councils' Food Safety Management Policies.

[www.mornpen.vic.gov.au](http://www.mornpen.vic.gov.au)

[www.frankston.vic.gov.au](http://www.frankston.vic.gov.au)

## 2.6 EVENTS AND FUNCTIONS

MPRT Partners who run events shall;

- comply with MPS or FCC policies and seek relevant permits.

## 2.7 SIGNAGE

MPRT Partners shall;

- comply with MPS or FCC signage policy.

## 2.8 RISK MANAGEMENT

MPRT Partners shall;

- ensure compliance with OH&S legislation.
- fulfil accident and emergency reporting requirements.
- ensure there is a risk management strategy in place incorporating a bushfire management plan.
- advise MPRT of changes in risk levels eg. temporary closures due to an incident.

## 2.9 FINANCIAL RESPONSIBILITIES

MPRT Partners acknowledge and agree that;

- each Partnership will be designated one debtor account for financial purposes.
- invoices/payment will be issued by MPRT, or by MPS on behalf of MPRT and prompt payment is required.
- project bookings submitted are considered a financial commitment and will be invoiced accordingly.
- the existence of outstanding accounts may mean exclusion from participation in future projects, and may lead to a review of MPRT Partnership status.
- MPRT and MPS reserve the right to seek remuneration through legal processes for outstanding accounts.

## 2.10 WEBSITE DETAILS

MPRT Partners acknowledge and agree that;

- MPRT Partners are entitled to ONE website listing on ATDW that will be displayed on [www.visitmorningtonpeninsula.org](http://www.visitmorningtonpeninsula.org) and [www.visitvictoria.com](http://www.visitvictoria.com) (additional website listings can be purchased).
- There is no pro-rata applicable for ATDW listings purchased separately to the MPRT partnership
- Discounts for NFP or Accreditation applied to directly sourced ATDW listings do not apply to MPRT partnerships
- It is the responsibility of the partner to update and maintain their content on their business listing on the website(s) by submitting updates to MPRT via ATDW
- Information published on the website(s) must be true, accurate and current.
- Partners will ensure details and prices listed are honoured.

## 2.11 WEBSITE IMAGES

MPRT Partners acknowledge and agree that;

- images form a large component of the website(s) and assist with the sale of tourism product. To keep the integrity of this site, it is the responsibility of the partner to submit images that are relevant and correctly represent the business on their business listing.

## 2.12 BROCHURES

MPRT Partners acknowledge and agree that;

- MPRT Partnership entitles the partner to submit ONE tourism DL brochure for display in the Mornington Peninsula Visitor Information Centre, Dromana.
- Brochures must be DL sized (210mm x 99mm). Brochures not complying will not be displayed.
- Brochures must be true, accurate and up to date. It is the MPRT Partner's responsibility to ensure prices on brochures are honoured.
- MPRT Partners are responsible for ensuring sufficient



brochure stock is supplied to the VIC(s).

- Any partner found altering VIC brochure displays may have their brochure display rights revoked.

## 2.13 MPRT INDUSTRY PORTAL

MPRT Partners acknowledge and agree that;

- the MPRT Industry Portal contains a wealth of information pertinent to the operation of a tourism business in the Mornington Peninsula Tourism region.
- MPRT Partners will be supplied with a username and password to access Industry Portal.

## 2.14 INFORMATION DISSEMINATION

MPRT Partners acknowledge and agree that;

- All communication from MPRT (including via MPRT eNewsletters, MPRT Industry Portal and general correspondence) is for viewing by MPRT partners only and is not to be published or distributed further unless written approval has been obtained from MPRT.
- The MPRT Partnership database is the property of MPRT. Partners who wish to communicate with other partners can do so by submitting items for inclusion in Industry Portal or eNewsletters. The will be subject to MPRT approval.

## 2.15 GENERAL MAINTENANCE GUIDELINES FOR TOURISM OPERATORS

These guidelines apply to any MPRT partner hosting visitors, and are suggested as minimum standards of service delivery.

### 2.15.1 ALL INDUSTRY PARTNERS

- BALCONIES/STAIRS: should be well maintained and safe.
- BATHROOM: should be clean and safe.
- CARETAKER/S: Full contact details must be clearly displayed in the event of an emergency or other prescribed situation.
- CAR PARKING: Adequate off-street parking should be available.
- CLEANING AND MAINTENANCE: It is the MPRT Partner's responsibility to ensure the entire property is kept clean, safe and well maintained at all times. Arranging cleaners is the MPRT Partner's responsibility as is conducting regular maintenance checks.
- EMERGENCY INFORMATION: All smoke alarms must be connected to a mains electrical supply. Fire extinguishers must be easily accessible, clearly marked and certified as serviced (with date) and must be in current working order. Emergency evacuation plan should be posted in full view at prominent sites throughout your establishment. Emergency Exit signs must be clearly marked and displayed at all exits. Emergency numbers must be clearly visible to the client e.g. Police/Ambulance/Hospital/Fire/SES.
- FIRST AID KIT: A First Aid Kit must be clearly marked, fully stocked and easily accessible.
- FLOOR COVERINGS: Floor coverings should be regularly cleaned and well maintained.
- GUTTERS: Gutters should be checked and cleaned regularly.
- HEATING /COOLING: Heaters and air conditioners should be checked and be in working order. If applicable, ensure chimney flues are regularly checked.
- LIGHTING: Adequate lighting should be provided throughout the property including outside entrances. Lighting fixtures need to be maintained and light bulbs must be replaced on a regular basis.

- LOUNGE/LIVING/DINING AREAS: These areas should be clean and tidy. Facilities must accommodate the maximum number of people allowed in the establishment.
- OUTDOOR AREA/GARDENS: All should be well maintained. If a BBQ is provided the member must ensure it is clean and has sufficient gas, instructions for use and the supplier/s details must be clearly displayed.
- SIGNAGE: Adequate signage must be installed to ensure safe and easy access to the property/business.
- SPAS/SWIMMING POOLS: All must be well maintained, clean and meet legal requirements.
- WATER SUPPLY: The property must be connected to the Water Corporation's water supply or serviced by a rainwater tank with suitable capacity. There must be provision to top up water requirements in summer if required.
- WINDOWS: Windows must be clean, provide sufficient privacy and adequate protection from light.

### 2.15.2 ACCOMMODATION SPECIFIC GUIDELINES

In addition to the above, the following guidelines are also recommended for accommodation providers.

- BATHROOM: Provide bath mats, towel rails and an extraction fan.
- BEDROOMS: Beds and bedding must be clean and of high quality. Bedrooms should feature bedside lamps, alarm clock, clothes hanging space, clothes hangers and luggage storage facilities. If the room rate includes an extra charge for infants, then you must provide a cot and mattress.
- CARETAKERS: The caretaker or owners of the property should be contactable at all times (including 24 hour emergency contact details).
- CAR PARKING: Garage and carport areas should be well maintained, easily accessible and well lit.
- EQUIPMENT INSTRUCTIONS: Manuals/instructions should be clearly displayed for all equipment ie changing gas bottles, lighting stove, hot water system, dishwasher, washing machine, dryer, television etc.
- GAS/ELECTRICITY: Services must be in working order, with sufficient supply and supplier/s details clearly displayed.
- HEATING: If heating is not provided, please provide ample blankets for guests. Sufficient wood and or gas must be provided for fires.
- KEY ARRANGEMENTS: The MPRT Partner must contact guests prior to arrival to ensure guests are aware of any key/security requirements to gain access to the property. Combination locks with press pad security codes are a safe alternative to keys being left in meter boxes or under mats etc. These details can be provided to the client in their itinerary.
- KITCHEN: The property should provide sufficient, clean crockery and cutlery to match the maximum number of people your property can accommodate. This should include a suitable range of clean and well maintained kitchen appliances, cooking utensils and facilities including oven, stovetop, refrigerator, bench-top, stainless steel sink, exhaust fan, cupboards and sufficient cleaning products.
- LAUNDRY: If laundry facilities are provided they must include an iron and ironing board.
- SECURITY: MPRT Partners should include the ability to securely lock the entire property. Please advise guests of at least one lockable cupboard, draw or safe for storage of personal belongings.

# 3. MPRT REGIONAL BOOKING SERVICE TERMS AND CONDITIONS

MPRT Partners participating in the Regional Booking Service have an obligation to adhere to the following terms and conditions set out in this document. The MPRT Regional Booking Service is administered by the Peninsula Visitor Information Centre, Dromana.

Regional Booking Service benefits include;

- A unique username and password to log into their administrative console, giving access to client reservation details, and the ability to manage reservations.
- Initial training conducted by the Mornington Peninsula Visitor Information Centre, Dromana. This includes setting-up of property information, availability and rates.
- The ability to offer real time online bookings and option to link into other booking channels.
- Guaranteed upfront payment from clients.
- Ongoing basic support with back up from key service providers.
- Booking service integration into business listings on [www.visitmorningtonpeninsula.org](http://www.visitmorningtonpeninsula.org)
- A dedicated MPRT Booking Service Team to service enquiries 363 days/year.

## 3.1 ELIGIBILITY AND PARTICIPATION

- Regional Booking Service participants must be financial MPRT Partners and must have completed the Regional Booking Service Agreement and EFT Payment Authorisation form. Acceptance of the property to the Regional Booking Service will be at the discretion of MPRT.
- New Regional Booking Service participants must attend a minimum of one training session.
- In accordance with MPS policy, MPRT Partners must provide an ABN or TFN.
- MPRT Regional Booking Service properties must be available for bookings throughout the entire year; not just peak season.
- The MPRT Regional Booking Service is the 'mothership' for bookable product listed on the MPRT Regional Booking Service, except when the operator is not using Bookeasy as their Property Management System eg Room Manager, Levart, etc.
- The MPRT Regional Booking Service will only accept properties for which instant booking confirmation can be assured. This guarantee clients the ability to book and pay instantly online without waiting for confirmation. Reservation is confirmed immediately. Both the MPRT Partner and client will receive an itinerary by email confirming date and payment.

## 3.2 COMMISSION RATES

- The MPRT Regional Booking Service is provided as a free service to the visitor/customer.
- All MPRT Partners with a bookable product pay a service commission which covers all MPRT Regional Booking Service bank charges and other associated MPRT Regional Booking Service fees and charges.
- The current MPRT Regional Booking Service commission rate

is 10% (incl GST). This is determined by the MPRT Regional Booking Service. Operators will be given sufficient notice if this rate is to change.

- Commission is due on all bookings made through the MPRT Regional Booking Service whether the bookings is made by phone, in person or online.
- Commission is also due if the client chooses to deal directly with the Operator after seeking the assistance of the MPRT Regional Booking Service or pays the Operator direct.
- Where a commission is outstanding from a booking, the MPRT Regional Booking Service will invoice the Operator for the amount owed to the MPRT Regional Booking Service or it may be deducted from a future payment.

## 3.3 PRICING AND TARIFFS

- MPRT Partners are responsible for setting rates well in advance – preferably at least 2 years.
- Published rates must be honoured, include commission and all other applicable charges must be kept up to date. For example; single night surcharge, breakfast etc.
- The MPRT Regional Booking Service will not be held responsible for incorrect rates.
- The standard booking tariffs displayed to users of [www.visitmorningtonpeninsula.org](http://www.visitmorningtonpeninsula.org) must be as competitive as offered on other online or offline channels (rate parity) for the same period. It is imperative that the MPRT Regional Booking Service receive rate parity to ensure it can maximise your sales. Rate parity ensures your integrity as well as maintaining a good working relationship with all your distribution channels.
- If the MPRT Regional Booking Service becomes aware that a MPRT Partner is not providing the MPRT Regional Booking Service with their best rate they will be sent a letter reminding them of these terms and conditions. Upon the third letter, the MPRT Partner will be suspended for three months. If the member repeats the above, their MPRT partnership will not be renewed.

## 3.4 INVENTORY

- MPRT Partners are responsible for updating inventory in Bookeasy on a regular basis and should also understand that bookings can be made well in advance e.g two years.
- MPRT Partners must update their inventory promptly after receiving a direct booking. This is necessary to avoid a double booking.
- **MPRT Partners are accountable for double bookings** and these need to be resolved in an amicable and professional manner. If a MPRT Partner is unable to honour a booking that has been confirmed and paid for by the client, the operator is responsible for providing an alternative product/service at equal or greater value/standard. This will be at the MPRT Partner's expense. This requirement is pursuant to the Trade Practices Act 1974.
- Ongoing issues with MPRT Partners who demonstrate an inability to maintain accuracy of content will result in a review of participation in the MPRT Regional Booking Service.

## 3.5 CLIENT PAYMENTS

- Bookings are deemed confirmed with payment.
- The MPRT Regional Booking Service does not generally accept deposits. Deposits may on occasion be arranged for bookings taken several months in advance. The MPRT Regional Booking Service will contact the client a minimum

of one (1) month prior to their arrival to settle the balance payment.

- All monies processed via the MPRT Regional Booking Service will be held in Trust with the Mornington Peninsula Shire (MPS). Payments (less commission) will be made directly to the MPRT Partners nominated bank account (EFT Funds Transfer) usually on Wednesdays and within 10-14 days.
- If there is a change to the nominated bank account, this must be conveyed in writing by the MPRT Partner to the MPRT Regional Booking Service.

### 3.6 BOOKING CONFIRMATIONS

- The MPRT Regional Booking Service only lists those properties that can be instantly confirmed and booked.

### 3.7 CANCELLATIONS

#### 3.7.1 CLIENT CANCELLATIONS

- MPRT Partners must publish their specific Cancellation Policy online. If a client chooses to cancel a confirmed booking after a payment has been received, the MPRT Partner's cancellation policy is effective.
- In addition to any fees/charges retained by the MPRT Partner, the Regional Booking Service will charge the cancelling client a \$25 administration fee.
- No commission will be charged on bookings cancelled by clients.
- All MPRT Regional Booking Service client cancellations and refunds will be administered by the MPRT Regional Booking Service.
- If the MPRT Partner has already received payment from the MPRT Regional Booking Service for the cancelled booking, they will be invoiced for the amount less any cancellation fees charged by the MPRT Partner.

#### 3.7.2 OPERATOR CANCELLATIONS

THE FOLLOWING APPLIES TO BOOKINGS MADE THROUGH THE MPRT REGIONAL BOOKING SERVICE:

- The MPRT Regional Booking Service must be notified immediately of any cancellations initiated by the MPRT Partner.
- A full refund of monies paid (or date rescheduling if available) must be offered to the client for bookings cancelled by the MPRT Partner.
- For cancellations initiated by the MPRT Partner of a paid booking (that are not rescheduled) the MPRT Partner will need to source alternative accommodation for the client and pay any difference incurred.

### 3.8 BOOKING SERVICE WEBSITE DETAILS

- It is the responsibility of the MPRT Partner to make the appropriate changes on their Bookeasy console. The MPRT Regional Booking Service will not make changes to a MPRT Partner's business page content in Bookeasy unless an official request for change has been received in writing.
- Images of rooms, tours etc must accurately match the description. For example; an image of the beach does not reflect a room type.
- MPRT Partners must include detailed information in their terms and conditions including cancellation policy/fees, bond procedure (if applicable), and provision of linen etc.

### 3.9 CONSTANT CONTACT

- The MPRT Regional Booking Service must have access to direct telephone communication with the MPRT Partner at all times. Extra contact details must be entered into staffing notes located in your Bookeasy console under Business Details.
- For accommodation operators: If the operator does not reside on the premise, contact details of a local person must be provided. This person needs to be contactable in case of an emergency or issues arising relating to the property.

### 3.10 BOND (IF APPLICABLE)

- Bonds are not processed or managed by the MPRT Regional Booking Service. Collection and returns are the responsibility of the MPRT Partner. Any damage caused to your property by clients is the responsibility of the MPRT Partner. Bond must be included in both the MPRT Partner's property description as well as the terms and conditions.

### 3.11 WEBSITE CONTACT DETAILS

- Any MPRT Partner with bookable product must not actively redirect users from [www.visitmorningtonpeninsula.org](http://www.visitmorningtonpeninsula.org) to an alternative booking method or site. This includes any reference to phone direct, or links that direct users to any web-based search engines guiding them to make a search for an alternative website. Examples include "Google/Bing us on...". The MPRT Regional Booking Service reserves the right to remove any such details.

