

## Swan Valley Membership Agreement – General Terms & Conditions

### 1. Governing law

- 1.1. The Agreement shall be governed by the Laws of Western Australia and all parties submit to the jurisdiction of the Courts of Western Australia to resolve any dispute.

### 2. Definitions

In these Conditions:

**Agreement** means all the documents which constitute the parties' written agreement, including the Swan Valley Partnership form and these terms and conditions.

**Business Day** means a day that is not a Saturday, Sunday or public holiday in Western Australia.

**Member** means the party to the Agreement who is not the Principal.

**GST** means goods and services tax as is applicable pursuant to A New Tax System (Goods and Services Tax) Act 1999 (Cth).

**Laws** means all relevant Acts, Regulations, by-laws, orders, proclamations, the common law and equity.

**parties** means both of the Principal and the Member.

**party** means each of the Principal and Member.

**Partner or Partnership** means the Member to this agreement, and the Membership agreement between the Member and the Principal.

**Personnel** includes but is not limited to, every owner, officer, employee, representative or agent.

**Principal** means the City of Swan.

**Swan Valley Visitor Centre** means the registered business of the Principal.

**Tax invoice** has the same meanings as in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

**Tourism Business** means a business whose primary/core business, as identified within [the Swan Valley Visitor Guide](#).

### 3. Membership pre-requisites

- 3.1. A business can only become a Member and be listed on the Swan Valley website (<https://www.swanvalley.com.au/>) if the business in question is a:
  - (a) A Tourism Business located in one of the following suburbs within the Swan Valley: Baskerville, Belhus, Brigadoon, Caversham, Henley Brook, Herne Hill, Middle Swan, Millendon, The Vines, Upper Swan and West Swan; or
  - (b) A Tourism Business/significant place of interest, in demand, located within close proximity to the Swan Valley. These will be considered on a case-by-case basis and decided by the Principal at its sole discretion.
- 3.2. The suburbs of Ellenbrook, Guildford, Midland, Woodbridge and surrounding suburbs that are not listed at clause 3.1(a) are not classified as within the Swan Valley.

#### **4. Legal Compliance**

- 4.1. The Member must, at its expense, comply with all applicable Laws.
- 4.2. The Member indemnifies the Principal to the extent that it suffers or incurs expense, cost, damage, loss, liability or penalty by reason of the Member's failure to comply with Clause 4.1.

#### **5. Membership Benefits**

- 5.1. The Membership Benefits derived from being a Member shall correspond with the tier of Membership to which the Member elects to become. A detailed schedule of the Membership Tiers and associated benefits are provided at Annexure 1: Tiers of Membership & Benefits.
- 5.2. The Member acknowledges that all statistics and projections related to membership benefits, including but not limited to estimated returns, foot traffic, and other performance indicators, are provided by the Principal for informational purposes only.
- 5.3. The Principal makes no guarantee or warranty, whether express or implied, that the actual benefits and returns received by Member will match the estimates provided. The Member understands and accepts that these statistics are subject to various factors, including market conditions, seasonality, and external events that may impact the actual outcomes.
- 5.4. A Member can only change their membership tier at the expiry/renewal of their membership and must do so by advising the Principal in writing before the renewal date of their membership.

#### **6. Membership Term**

- 6.1. The term of this Agreement shall be one (1) financial year, commencing on the date to which the Member is advised of the acceptance of their Membership application and ending on 30 June of that respective year.
- 6.2. For the avoidance of doubt, there are no pro-rata arrangements and all memberships shall expire at the ending date as per clause 6.1.
- 6.3. This Agreement will not automatically renew and Members will need to renew their agreement each year.

#### **7. Member's Obligations**

- 7.1. The Member agrees to comply with all membership obligations, including but not limited to providing accurate and updated business information, abiding by the Principal's Statement of Business Ethics (accessible here: <https://www.swan.wa.gov.au/business-support/tenders/tender-policies-and-procedures>), and actively participating in and promoting the activities and events organised by Principal where applicable.

#### **8. Standards of Customer Experience and Quality**

- 8.1. The Swan Valley Visitors Centre ("SVVC") acknowledges and prides itself on delivering an exceptional standard of customer experience and quality. The SVVC is committed to providing visitors with a warm and welcoming environment, accurate and informative assistance, and a genuine commitment to enhancing their overall experience within the Swan Valley region. This commitment includes maintaining high standards of cleanliness, professionalism, and courtesy to ensure all visitors have a memorable and enjoyable experience.

- 8.2. Any business, entity, or service provider entering into this agreement with the Centre, shall be required to uphold and maintain the high standard of service delivery and customer experience outlined in clause 8.1. This obligation includes a continuous commitment to delivering exceptional customer service, quality products, and a positive visitor experience in accordance with clause 8.1. Failure to meet these standards is considered a breach of the Agreement.
- 8.3. If the Principal reasonably suspects a Member is failing to meet the requirements set out above at clause 8.1 and 8.2 the Principal shall conduct its own investigation of the suspected breach.
- 8.4. If the Member fails to remedy breaches identified pursuant to clause 8.3 within a reasonable time after being notified by the Principal, then the Principal reserves its right to terminate the agreement in accordance with clause 14.

## **9. Membership fees**

- 9.1. The Member agrees to pay the membership fees associated with their chosen tier, as outlined in the fee schedule attached at Annexure 2. Membership fees are non-refundable and are due on an annual basis.

## **10. Indemnity**

- 10.1. The Member and Principal must indemnify each other against any and all expense, cost, damage, loss, liability or penalty that the other Party suffers or incurs arising out of or in any way related to the Membership as a result of this Agreement.
- 10.2. The indemnity referred to in Clause 10.1 is reduced proportionately to the extent that the Principal's or Members liability, loss, damage, cost or expense was directly caused by the other party's negligence.

## **11. Intellectual Property**

- 11.1. The Member warrants that each and every design, document, working method and material that it prepares, creates, employs, applies, uses or disseminates in its course of doing business does not infringe any copyright, patent, registered design, trademark or other intellectual property right of any person.
- 11.2. All copyright and property in each and every design, document, working method and material (whether in draft, revision or final) prepared or created by either or both the Principal or Member for the purpose of the Agreement or Services vests in the party to which prepared or created such material.
- 11.3. The Member grants to the Principal a non-exclusive licence to use the designs, documents and materials referred to in Clause 7.1 for the sole purpose of performing its obligations under clause 5.
- 11.4. The Member must indemnify the Principal to the extent that the Principal suffers or incurs expense, cost, damage, loss or liability by reason of the Member's breach of warranty expressed in Clause 10.1.

## **12. Confidentiality**

- 12.1. The Member must treat as and keep confidential all information that is (confidential information):
  - (a) disclosed or made known to the Member by the Principal or its agents; and
  - (b) not information that is available to the general public in Western Australia.

- 12.2. The Member must not use, disclose or authorise the use or disclosure of any confidential information to any person without the prior written consent of the Principal.

### **13. Relationship**

- 13.1. The Agreement does not create or give rise to any partnership, joint venture or other association between the parties.
- 13.2. The Member is not authorised to act as an agent of the Principal or bind the Principal to any agreement.

### **14. Termination**

- 14.1. Either party may terminate this Agreement with cause by providing written notice to the other party if the other party breaches any material provision of this Agreement. In the event of termination, Member shall not be entitled to a refund of any membership fees paid.

### **15. Resolution of Disputes**

- 15.1. All disputes or differences between the Member and the Principal arising out of the Agreement or Services raised before or after the Membership Term which cannot be resolved by negotiation must, unless the parties agree otherwise in writing, be referred to a mediator who shall be appointed either by:
- (a) the written agreement of the parties; or if agreement cannot be reached
  - (b) the Resolution Institute.

### **16. Document Retention**

- 16.1. The Member must, at its own cost, for 7 years following the completion or termination of the Agreement, keep and maintain in good condition all documents and records that the Member prepared, created or received that relate to the Agreement and within 5 Business Days of receiving the Principal's written request, permit the Principal to inspect and copy those documents and records.

### **17. Entire Agreement**

- 17.1. The Agreement constitutes the entire agreement between the parties regarding the Services and membership fee. It supersedes any and all previous arrangements, correspondence, quotes, purchase orders, tenders, representations, proposals, understanding and communications between the parties.

### **18. Severability**

- 18.1. If any provision or part of the Agreement becomes void or unenforceable, then that provision or part will be severed from the Agreement and the rest of the Agreement will remain in full force and effect and will be unaffected by such severance.

### **19. Amendment and Waiver**

- 19.1. No term of the Agreement or right or obligation of a party arising from or under the Agreement is amended, waived, discharged or released without the parties' prior written agreement signed by them.
- 19.2. A party's waiver of a right arising from or under the Agreement does not prejudice that party's rights in respect of any subsequent breach of the Agreement.

**20. Joint and Several Obligations and Liabilities**

20.1. If the Member is comprised of two or more entities, then each of the Members or entities comprising the Member shall be bound to the Agreement jointly and severally.

**21. Survival**

21.1. The following Clauses survive the expiration or termination of the Agreement: 1, 4, 9, 10, 11, 15.

## Annexure 1: Tiers of Membership & Benefits

Membership Benefit		Membership Tier		
		Bronze	Silver	Gold
Online benefits	Business Listing on swanvalley.com.au website Subject to the Business meeting the definition of a 'Tourism Business' as per clause 2 of this Agreement	Available to all tourism businesses located within the boundary of the Swan Valley or Guildford		
	Business Listing given preference on swanvalley.com.au		✓	✓
	Events listing(s) on swanvalley.com.au website's calendar of events	✓	✓	✓
	Image gallery and embedded video applied to business listings on swanvalley.com.au All content must be professionally produces and align with the visual tone of the website and the <a href="#">Swan Valley Photography Guidelines</a> . The Principal reserves the right to review and determine to a reasonable standard if the Members content is appropriate to be uploaded to swanvalley.com.au.		✓	✓
	Online reservations button applied to business listing on swanvalley.com.au		✓	✓
	Online shop button applied to business listings on swanvalley.com.au			✓
	An opportunity to meet with the Swan Valley Visitor Centre Online Content Officer at your business to optimise your website listing on swanvalley.com.au			✓
	An opportunity for your social content to be shared on the Swan Valley's Facebook and Instagram social media accounts. Subject to content schedule, not all posts can be shared. By partnering with the Swan Valley Visitor Centre you give permission for your content to be shared on the Swan Valley's Facebook and/or Instagram accounts. Non-partner posts may also be shared.	✓	✓	✓
	An opportunity provided to receive an introductory social media post. Available to new Swan Valley and/or Guildford businesses. Will include at least one introductory post on Facebook and/or Instagram. Subject to appropriate images and content being shared with the City of Swan's Communications & Engagement team.		✓	✓
	Quarterly website report on the traffic to your business listing on swanvalley.com.au. A report will be provided from Google Analytics with the number of page views that have been generated on the partner's business listing on swanvalley.com.au per quarter.			✓
Business referral	✓	✓	✓	

	<b>Familiarisation visit (by Swan Valley Visitor Centre Staff)</b> The visitor centre will endeavour to visit all partners, however, only full year partner businesses, located within the Swan Valley and Guildford boundaries, open Monday to Friday during business hours, can be guaranteed.	✓	✓	✓
	<b>Tourism Familiarisation Program</b> An opportunity for your front line staff to attend familiarisation tour/s of the Swan Valley. This enables your staff to increase their knowledge of the region to better service enquiries at your business. Subject to availability. Capacity limits apply.	✓	✓	✓
Other benefits	<b>Invitation(s) to networking function(s) at the Swan Valley Visitor Centre</b>	✓	✓	✓
	<b>DL brochure display at the Visitor Centre</b> Only professionally-produced DL-sized brochures of appropriate quality; four colour (process) printed on 150gsm gloss paper or higher, can be accepted.	✓	✓	✓
	<b>Oversized brochure display at the Visitor Centre</b> If your brochure is over DL in size. Subject to availability.		✓	✓
	<b>Display of any business related events and promotional posters/brochures at the Visitor Centre</b>	✓	✓	✓
	<b>Digital screen advertising (two screens)</b> City of Swan will design your advertisement on pre-designed template. Member to supply the following advertisement content to Swan Valley Visitor Centre: 1. Business name to appear in advert 2. One high quality, professional hero image; minimum 1920px wide and 920px high 3. And up to 20 words  The supplied imagery must align with the visual tone of the Swan Valley and the <a href="#">Swan Valley Photography Guidelines</a> .  The advertisement will play on rotation at the Visitor Centre front counter throughout the partnership year and can be changed up to four times per year.			✓
	<b>Industry Insights, updates and opportunities via Touchpoint eNewsletter</b>	✓	✓	✓
	<b>Preferential consideration given for relevant industry/media familiarisations.</b>	✓	✓	✓

	Non-partner businesses may be included subject to host/organiser's requirements.			
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		Beyond Swan Valley	Event Only
Online benefits	<b>Additional options</b>	<b>\$50</b>	<b>\$50</b>
	Events listing(s) on the swanvalley.com.au calendar of events		✓
	DL brochure display at the Visitor Centre	✓	✓
Other benefits	Display of any business related events and promotional posters/brochures at the Visitor Centre	✓	✓
	Industry Insights, updates and opportunities via Touchpoint eNewsletter	✓	✓
	Preferential consideration given for relevant industry/media familiarisations	✓	✓

**Annexure 2: Fee schedule**

<b>Membership tier</b>	<b>Annual fee (ex GST)</b>
Gold	\$500.00
Silver	\$250.00
Bronze	\$50.00