

ACCOMMODATION WELCOME SCHEMES TERMS AND CONDITIONS

1. THESE TERMS

- 1.1 These are the terms and conditions which govern the participation of Accommodation Providers in Tourism NI's Accommodation Welcome Schemes, further details of which are set out here: www.tourismni.com/welcomescheme (the "**Welcome Schemes**"). The Terms sets out the Welcome Scheme criteria, how accommodation is assessed and the Accommodation Provider's obligations upon accreditation.
- 1.2 Please read these terms carefully before you agree to participate in the Scheme. These terms tell you how the Welcome Scheme is operated and how the Contract can be terminated or varied.

2. INTERPRETATION

- 2.1 The following definitions and rules of interpretation apply in these Conditions:

"Accommodation Provider" the person or firm who applies to participate in the Scheme in accordance with clause 3.

"Accreditation" has the meaning given in clause 3.7

"Business Day" a day other than a Saturday, Sunday or public holiday in Northern Ireland, when banks in Belfast are open for business.

"Conditions" these terms and conditions as amended from time to time in accordance with clause 11.5.

"Contract" means the contract between Tourism NI and the Accommodation Provider governing the participation by the Accommodation Provider in the Welcome Scheme(s), which includes the Conditions, Tourism NI's Quality Grading Scheme, the Welcome Schemes Guidance, the Grading Schemes report and any other terms as agreed between the parties from time to time.

"Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK, including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

"Grading Scheme" means the Tourism NI's Quality Grading Scheme, a copy of which can be found here: www.tourismni.com/grading

"Intellectual Property Rights" patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs,

database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Marks” means the Welcome Scheme logos and window stickers belonging to Tourism NI and provided to the Accommodation Provider, or any other approved Intellectual Property Rights that may be used by the Accommodation Provider pursuant to the terms of these Conditions.

“Premises” means the premises belonging to the Accommodation Provider in which it is seeking Welcome Scheme accreditation .

“Tourism NI” means, Tourism Northern Ireland, a non-departmental public body of the Department for the Economy in Northern Ireland. Our office is at Floors 10-12, Linum Chambers, Bedford Square, Bedford Street, Belfast, BT2 7ES.

“Tourism NI has the meaning given in clause 5.1.11. **Materials”**

“Welcome Scheme

Guidance’ means the criteria that can be found here: www.tourismni.com/welcomescheme and then by clicking the Welcome Scheme Criteria (PDF) .

- 2.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.3 A reference to a party includes its personal representatives, successors and permitted assigns.
- 2.4 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 2.5 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 2.6 A reference to **writing** or **written** includes email but not fax.

3. THE WELCOME SCHEMES

- 3.1 The Welcome Schemes recognise the special efforts made by Accommodation Providers to accommodate different visitor groups and help direct guests to suitable establishments that pay particular attention to their various needs.
- 3.2 The Welcome Schemes are free to join and open only to Accommodation Providers who are participating in the Grading Scheme.

3.3 The Welcome Schemes include the following:

- 3.3.1 Anglers Welcome Scheme;
- 3.3.2 Bikers Welcome Scheme;
- 3.3.3 Cyclists Welcome Scheme;
- 3.3.4 Dogs Welcome Scheme;
- 3.3.5 Families Welcome Scheme;
- 3.3.6 Film Crew Welcome Scheme;
- 3.3.7 Golfers Welcome Scheme;
- 3.3.8 Groups Welcome Scheme;
- 3.3.9 Mountain Bikers Welcome Scheme; and
- 3.3.10 Walkers Welcome Scheme;

individually known as the “**Welcome Scheme**”, further details of which can be found in the Welcome Scheme Guidance .

- 3.4 The Welcome Schemes operate on the basis that the Accommodation Provider opts to join one or more of the Welcome Schemes by completing the Welcome Scheme section on the Grading Scheme application form, or by advising the grading assessor of their wish to participate at the grading visit, or agreeing to participate if asked by the grading assessor (the “**Application**”).
- 3.5 The Application constitutes an offer by the Accommodation Provider to participate in one or more of the Schemes in accordance with these Conditions.
- 3.6 On receipt of the Application, Tourism NI will, within a reasonable period of time, organise an assessment of the Premises by a Tourism NI quality advisor who will assess the suitability of the Premises to the specific Scheme applied for.
- 3.7 The Application shall only be deemed to be accepted when Tourism NI issues written acceptance of the Application in the form of an accreditation (the “**Accreditation**”) confirming that Tourism NI are satisfied that the Premises meets relevant criteria as set out in the Welcome Scheme Guidance (the “**Relevant Criteria**”), at which point and on which date the Contract shall come into existence.
- 3.8 The Accreditation is approved on an annual basis and is valid for a period of 12 months only, at which point the Premises will need to be reassessed to ensure it continues to meet the Relevant Criteria. In the event Tourism NI is unable to conduct a reassessment within this 12 month period, the Accreditation shall continue to be valid until Tourism NI conducts a grading renewal visit.
- 3.9 These Conditions apply to the Contract to the exclusion of any other terms that the Accommodation Provider seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

4. REVOCATION OF THE ACCREDITATION

In addition to any other rights and remedies set out in the Contract, Tourism NI reserves the absolute right to revoke the Accreditation awarded to an Accommodation Provider at any time for any reason, including (but not limited to) if the Accommodation Provider no longer meets the appropriate Welcome Scheme Relevant Criteria. Tourism NI will notify the Accommodation Provider in any such event, at which point the right to use the Marks shall automatically cease.

5. ACCOMODATION PROVIDER'S CONDITIONS AND OBLIGATIONS

5.1 The Accommodation Provider shall:

- 5.1.1 comply at all times with the Relevant Criteria specific to the Welcome Scheme(s) for which it has achieved Accreditation;
 - 5.1.2 notify Tourism NI immediately if it is no longer complying with, or if it reasonably believes that it will no longer be able to comply with the Relevant Criteria in respect of the Accreditation;
 - 5.1.3 co-operate with Tourism NI in all matters relating to the Welcome Scheme;
 - 5.1.4 continue to participate in the Grading Scheme if it has an Accreditation;
 - 5.1.5 notify Tourism NI immediately of any complaints received from guests and/or any other third party in relation to the Welcome Scheme;
 - 5.1.6 provide Tourism NI, its employees, agents, consultants and subcontractors, with access to the its premises, office accommodation and other facilities as reasonably required by the Tourism NI for the purpose of conducting its annual assessment of the premise to ensure that the Accreditation can be renewed for an additional year;
 - 5.1.7 provide Tourism NI with such information and materials as Tourism NI may reasonably require in order to ensure compliance with the Relevant Criteria, and ensure that such information is complete and accurate in all material respects;
 - 5.1.8 ensure that the Premises is suitable for the Welcome Scheme;
 - 5.1.9 obtain and maintain all necessary licences, permissions and consents which may be necessary in relation to the Relevant Criteria;
 - 5.1.10 comply with all applicable laws, including health and safety laws;
 - 5.1.11 remove all Marks, materials, equipment, documents and other property provided by Tourism NI (the "**Tourism NI Materials**") upon the earlier of, termination of the Accreditation, the Contract, or if otherwise requested to do so by Tourism NI;
 - 5.1.12 comply with any additional obligations as set out in the Welcome Scheme Guidance; and
 - 5.1.13 comply with any other reasonable instructions issued by Tourism NI from time to time.
- 5.2 If Tourism NI's performance of any of its obligations under the Contract is prevented or delayed by any act or omission of the Accommodation Provider or failure by the Accommodation Provider to perform any relevant obligations as set out in the Contract ("**Accommodation Provider Default**"):

- 5.2.1 without limiting or affecting any other right or remedy available to it, Tourism NI shall have the right to revoke the Accreditation until the Accommodation Provider remedies the Accommodation Provider Default, and to rely on the Accommodation Provider Default to relieve it from the performance of any of its obligations in each case to the extent the Accommodation Provider Default prevents or delays Tourism NI's performance of any of its obligations;
- 5.2.2 Tourism NI shall not be liable for any costs or losses sustained or incurred by the Accommodation Provider arising directly or indirectly from Tourism NI's failure or delay to perform any of its obligations as set out in this clause 5.2; and
- 5.2.3 the Accommodation Provider shall reimburse Tourism NI on written demand for any costs or losses howsoever sustained or incurred by Tourism NI arising directly or indirectly from the Accommodation Provider Default.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 All Intellectual Property Rights in or arising out of or in connection with the Welcome Schemes (other than Intellectual Property Rights in any materials provided by the Accommodation Providers) shall be owned by Tourism NI.
- 6.2 Tourism NI grants to Accommodation Providers who are fully paid up members of the Grading Scheme, a non-exclusive, royalty-free, revocable licence during the term of the Contract to use the Welcome Scheme window logos and stickers for those Schemes which it has been accredited or any other approved Marks from time to time, on its website and promotional materials for the purpose of advertising and promoting that the Premises has an Accreditation.
- 6.3 The Accommodation Provider shall not sub-license, assign or otherwise transfer the rights granted in clause 6.2.

7. DATA PROTECTION

- 7.1 Both parties will comply with all applicable requirements of the Data Protection Legislation.

8. LIABILITY

- 8.1 Tourism NI does not guarantee any minimum volume of business or any minimum number of referrals to accommodation providers who participate in a Welcome Scheme.
- 8.2 In providing the Welcome Schemes, setting the Welcome Scheme criteria, assessing accommodation or providing an Accreditation, Tourism NI is not acting in an advisory capacity or as a health and safety consultant. The Accommodation Provider shall remain responsible at all times to ensure that it is meeting its applicable statutory obligations and Tourism NI does not accept (and hereby expressly excludes) any and all liability in this regard. The Accommodation Provider may wish to seek health and safety advice and any other advice as may be reasonably necessary for the purpose of ensuring compliance with the Contract, from an appropriately qualified consultant, legal or other professional advisor.
- 8.3 To the extent an Accommodation Provider is granted an Accreditation and a claim is made against the Accommodation Provider and/or Tourism NI, the Accommodation Provider shall indemnify, defend and hold Tourism NI harmless, in respect of any loss, damage, cost or expense that it may suffer or incur, as a result of
 - 8.3.1 any failure by the Accommodation Provider to meet the Welcome Scheme Relevant Criteria;

- 8.3.2 any failure by the Accommodation Provider to have adequate or appropriate health and safety policies and procedures in place;
 - 8.3.3 any failure by the Accommodation Provider to comply with any other relevant legislation; or
 - 8.3.4 any negligence of the Accommodation Provider.
- 8.4 Nothing in this Agreement shall limit or exclude the liability of either party for:
- 8.4.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - 8.4.2 fraud or fraudulent misrepresentation; or
 - 8.4.3 any matter in respect of which it would be unlawful to exclude or restrict liability.
- 8.5 Subject to clause 8.4 above:
- 8.5.1 Tourism NI shall not under any circumstances whatsoever be liable to the Accommodation Provider, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:
 - (a) loss of profit;
 - (b) loss of sales, revenue, or business;
 - (c) loss of savings or anticipated savings;
 - (d) loss of or damage to goodwill;
 - (e) loss of agreements or contracts;
 - (f) loss of opportunity;
 - (g) loss of use or corruption of software, data or information;
 - (h) any loss arising out of the lawful termination of this Contract or any decision not to renew its term; or
 - (i) any other indirect, special or consequential loss.
- 8.6 Subject to clause 8.4 and 8.5, Tourism NI's total liability to Accommodation Providers, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with the Welcome Schemes, the Accreditation, the Welcome Scheme criteria and the accommodation assessment shall be limited to £10,000.

9. TERMINATION

- 9.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect upon giving the other party written notice.
- 9.2 Without affecting any other right or remedy available to it, Tourism NI may terminate the Contract with immediate effect by giving written notice to the Accommodation Provider if the Accommodation Provider:

- 9.2.1 no longer complies with or meets some or all of the Relevant Criteria specific to the Scheme or Schemes that the Accommodation Provider has received an Accreditation, if the Premises is not reassessed on an annual basis, or if the Accommodation Provider ceases to participate in the Grading Scheme;
- 9.2.2 commits a material breach of any term of the Contract;
- 9.2.3 takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- 9.2.4 suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 9.2.5 the Premises changes ownership.

10. CONSEQUENCES OF TERMINATION

- 10.1 On termination or expiry of the Contract, the Accommodation Provider shall remove all of Tourism NI's Materials. If the Accommodation Provider fails to do so, then Tourism NI may enter the Premises and take possession of them.
- 10.2 On termination or expiry of the Contract the Accommodation Provider shall cease all use of the Welcome Scheme logos and stickers and any other Marks.
- 10.3 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 10.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

11. GENERAL

- 11.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

11.2 ASSIGNMENT AND OTHER DEALINGS

- 11.2.1 Tourism NI may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 11.2.2 The Accommodation Provider shall not, in any circumstances, assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

11.3 **CONFIDENTIALITY**

11.3.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.3.2.

11.3.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11.3; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.3.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

11.4 **ENTIRE AGREEMENT**

11.4.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

11.4.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

11.5 Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

11.6 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

11.7 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 11.7 shall not affect the validity and enforceability of the rest of the Contract.

11.8 **NOTICES**

11.8.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing, addressed to that party at its registered office or

such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered:

- (a) delivered by hand or by pre-paid first class post or other next working day delivery service; or
- (b) by email to:
 - (i) Tourism NI: qa@tourismni.com;
 - (ii) Accommodation Provider: at the address set out in the Grading Scheme Application.

11.8.2 A notice or other communication shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;
- (c) if sent by email, one Business Day after transmission.

11.8.3 This clause does not apply to the service of any proceedings or other documents in any legal action.

11.9 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

11.10 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of Northern Ireland.

11.11 Each party irrevocably agrees that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.