

Fraser Coast Tourism & Events Partnership Terms & Conditions

1. Partnership Overview

Fraser Coast Tourism & Events Ltd (FCTE) is the Regional Tourism Organisation for the Fraser Coast region. Through destination marketing, industry development, visitor servicing and event delivery, FCTE works to grow visitation, strengthen regional businesses and increase the economic and social contribution of tourism across the Fraser Coast. As an FCTE Partner, you gain access to a range of benefits, services and promotional opportunities designed to support your business and the wider visitor economy.

2. Eligibility Criteria

Businesses must operate within or directly benefit the Fraser Coast visitor economy, hold all required licences and insurance, comply with relevant laws, maintain professional standards and support sustainable tourism development.

3. Partnership Categories

FCTE offers a range of partnership categories and investment levels. Current benefits and pricing are outlined in the Partnership Prospectus and may be amended from time to time.

4. Promotion & Marketing

Depending on partnership level, benefits may include destination marketing, website listings, cooperative campaigns, visitor servicing support, networking opportunities, familiarisations, trade engagement and industry development initiatives.

5. Partner Responsibilities

Partners agree to keep information current, maintain insurances, operate professionally, support the Fraser Coast destination and engage positively with FCTE and stakeholders.

6. Professional Conduct, Respectful Engagement & Industry Behaviour

FCTE is committed to fostering a constructive, professional and respectful tourism industry environment. FCTE welcomes robust discussion, differing viewpoints and constructive criticism. Professional disagreement and legitimate criticism are an important part of healthy industry engagement. However, there is a clear distinction between expressing a differing view and engaging in conduct that intimidates, targets, humiliates, threatens,

harasses, bullies or otherwise adversely affects employees, volunteers, contractors, directors, partners or other participants. Behaviour that a reasonable person would regard as intimidating, bullying, abusive, harassing or threatening is inconsistent with the standards of professionalism, courtesy and respect expected by FCTE and has no place in our workplace, visitor information centres, meetings, events, digital platforms or other activities conducted under our stewardship. FCTE may issue warnings, suspend benefits, remove individuals from events or terminate partnerships where serious conduct concerns arise.

7. Fees & Payment

Partnership fees are payable in accordance with the selected partnership level. Fees are generally non-refundable and overdue accounts may result in suspension of benefits.

8. Commissions

Sales of partner products, including accommodation, tours, transfers and whale experiences, made through the FCTE Official Visitor Information Centre's at Hervey Bay and Maryborough are subject to the following commission rates:

- Accommodation 10%
- Tours and Transfers 15%
- Whale tours: 20% during the designated whale season, typically from early July to 31 October each year.

All merchant fees are absorbed by FCTE within these commission rates. Bookings are primarily made through the following systems:

- BookEasy
- Rezdy
- FairHarbor

Partners are to provide an invoice to FCTE for all products booked directly through the Visitor Information Centre.

Partners authorise FCTE to take full payment of the value of the booking and remit the balance owing (total value less commission) at the end of the relevant month.

Partners are to keep FCTE informed of changes in tariffs, conditions, facilities or any other factors which may affect bookings.

Partners will honour the advertised price of your product/s and confirm that clients booking tours, transfers, accommodation and attractions as a service to meet the individual needs of our visitors.

Refunds may be issued to clients with both approval from the Partner and FCET after consideration of circumstances and terms, fair trading laws, abiding by any cancellation fees applicable.

9. Use of FCTE Branding

Partners may use approved FCTE branding during an active partnership in accordance with FCTE branding guidelines.

10. Term & Termination

Partnerships generally operate for 12 months. FCTE may suspend or terminate a partnership for unpaid fees, breaches of these terms or conduct inconsistent with Section 6.

11. Liability & Indemnity

Partners participate at their own risk and indemnify FCTE against claims arising from their operations, products or services, to the extent permitted by law.

12. Privacy & Data Protection

Information will be collected and managed in accordance with applicable privacy legislation and FCTE policies.

13. Complaints Procedure

FCTE is committed to managing complaints fairly, respectfully and consistently. Partners, stakeholders and community representatives may raise concerns relating to FCTE services, events, conduct, governance, communication or stakeholder engagement. Complaints should be made in writing wherever practicable and should include a clear description of the issue, relevant dates, people involved, supporting information and the outcome sought. FCTE will acknowledge and assess complaints within a reasonable timeframe, determine the appropriate pathway for resolution, and may seek to resolve matters through direct discussion, clarification, corrective action, mediation or escalation to the CEO, Board Chair, Board or another appropriate body where necessary. FCTE may close a complaint where the matter has been resolved, a final determination has been made, further action is not reasonably possible, or the matter falls outside FCTE's jurisdiction.

14. Whistleblower Disclosures

FCTE maintains a separate Whistleblower Policy to support the reporting of suspected misconduct, unlawful conduct, unethical behaviour, fraud, corruption, serious safety risks, misuse of organisational resources, deliberate concealment of wrongdoing, or conduct that may seriously damage FCTE's reputation or integrity. Whistleblower disclosures should be

made in good faith to the CEO as Whistleblower Officer, or to the Chair of the Board where the disclosure concerns the CEO or where another pathway is appropriate. FCTE will take reasonable steps to protect the identity of whistleblowers, maintain confidentiality where practicable and lawful, assess disclosures fairly, investigate where warranted, and protect individuals from retaliation, victimisation or adverse treatment. Knowingly false, malicious or misleading reports may result in action under relevant policies or agreements.

15. Changes to Terms & Conditions

FCTE reserves the right to amend these Terms and Conditions from time to time.