



## RETAIL MEMBERSHIP



SHAKESPEARE  
COUNTRY

Explore England's England

[www.shakespeare-country.co.uk](http://www.shakespeare-country.co.uk)

## **BENEFITS OF JOINING SHAKESPEARE COUNTRY**

South Warwickshire Tourism trades as Shakespeare Country and is responsible for the local visitor economy; promoting the destination; enhancing the tourism offer and by increasing visitor numbers to Stratford-upon-Avon, Warwick, the Cotswolds, Kenilworth, Royal Leamington Spa and the quintessential English market towns, villages and the beautiful surrounding Warwickshire countryside.

Shakespeare Country works in partnership with many organisations to improve the impact of tourism and marketing to the international, national, regional and local visitors. Partnerships include working with VisitBritain, VisitEngland and EnjoyEngland around the world, Advantage West Midlands and The Heart of England; Warwick District Council and Stratford-on-Avon District Council; the town centre managers, town management partnerships and the Business Improvement Districts (BID) of all the towns. We also work with Britain's Heritage Cities and England's Heritage Cities, which are two UK destination consortiums who promote and market Shakespeare Country internationally to both leisure and business visitors. Shakespeare Country is also a member of BRADA (British Resorts & Destinations Association), the Coventry & Warwickshire DMP (Destination Management Partnership), DPUK (Destination Performance United Kingdom), the Tourism Society, MIA (Meetings Industry Association), TMI (Tourism Management Institute), The Leamington BID, BACD (British Association of Conference Destinations), STMP (Stratford Town Management Partnership), ICCA (International Congress and Convention Association), SWATA (South Warwickshire Association of Tourist Attractions), SCHA (Shakespeare Country Hotel Association), World Class Stratford, SCGAA (Shakespeare Country Guest Accommodation Association) and the Stratford Cultural Consortium to name but a few.

By becoming a member of Shakespeare Country your business has the opportunity to be informed by and to engage with many of these organisations. You are also marketed and promoted as part of our local, regional, national and international marketing campaigns with a value of more than £4.5million per annum.

Dependent upon which membership scheme you join, you will have access to a number of specific membership benefits and the opportunity to purchase additional marketing opportunities as follows:

### **VISITOR ECONOMY CENTRE /TOURIST INFORMATION CENTRE SERVICES**

- 7 day a week telephone answering service from the Shakespeare Country Visitor Economy Centre promoting the members' hotline, visitor information line and online enquiry services
- 7 day a week accommodation bookings and ticket sales from Stratford-upon-Avon and Royal Leamington Spa Tourist Information Centres and the Shakespeare Country Visitor Economy Centre
- 7 day a week tourist information provision and customer specific promotion of your business from the Stratford-upon-Avon and Royal Leamington Spa Tourist Information Centres and the Shakespeare Country Visitor Economy Centre
- Award winning 24 hour Tourist Information Screens that provide 'live' late availability accommodation, up to date events and festivals information for the next 7 days and a list of all attractions across the region at Stratford-upon-Avon and soon to roll out at Royal Leamington Spa, Southam, Kenilworth, Shipston-on-Stour and a further four locations to be confirmed.

Our dedicated staff are highly professional customer service experts who specialise in identifying the needs of the visitors and matching them to the services your business offers, selling thousands of attraction tickets and accommodation bookings each year whilst running an award winning tourist information centre, souvenir, unique boutique and locally produced gift and retail outlet. April 2007 to March 2008 saw more than half a million visitors walk through the doors of our Tourist Information Centres and in 2007 the Stratford-upon-Avon Tourist Information Centre won Silver for Best Tourist Information Service at the Heart of England Excellence in Tourism awards.

### **SHAKESPEARE COUNTRY PRINTED GUIDES**

**Holiday and Accommodation, Attractions and other official destination guides from Shakespeare Country.**

With a print run of over half a million copies our annual guides are distributed nationally via all 700+ UK Tourist Information Centres including all ports, airports and gateways into the country as well as hundreds of distribution points and thousands of letterboxes across Shakespeare Country.

The guides are also sent out in response to requests generated by advertising, direct mail, e-marketing, press and PR campaigns organised by the Shakespeare Country Marketing and Press team. The guide is also sent out by the Shakespeare Country Visitor Economy Centre team in response to telephone, post, fax, website and e-mail enquiries from the public, the trade and from group and tour organisers from around the world.

The guides are used to promote the destination at all consumer and trade exhibitions we attend world-wide and are available to download or order for delivery via all three language versions of the official Shakespeare Country website [www.shakespeare-country.co.uk](http://www.shakespeare-country.co.uk), [www.shakespeare-country.jp](http://www.shakespeare-country.jp) and [www.shakespeare-country.cn](http://www.shakespeare-country.cn); via the Britain's Heritage Cities website [www.heritagecities.com](http://www.heritagecities.com), on all eight language versions of the Heart of England website [www.visittheheart.com](http://www.visittheheart.com), all forty eight language versions of the VisitBritain website [www.visitbritain.com](http://www.visitbritain.com) and all five language versions of the EnjoyEngland website [www.enjoyengland.com](http://www.enjoyengland.com).

From April 2007 to March 2008 Shakespeare Country handled over 1.25million enquiries (equivalent to an enquiry every 20 seconds) and produced over 10 million pages of printed promotional material.

## **WEB**

[www.shakespeare-country.co.uk](http://www.shakespeare-country.co.uk)

The award winning Shakespeare Country website has received fantastic feedback with increased 'live' bookings and ever increasing visitor numbers since its re-launch in January 2008. The website, which is a vital marketing tool for the area and one of the highest ranked destination websites in the UK, was winner of the Gold Website of the Year award at the 2008 Heart of England Excellence in Tourism Awards and Silver Best Tourism Experience award at the 2007 Heart of England Excellence in Tourism Awards for the podcast series 'Talking the Walk'.

From April 2007 to March 2008 [www.shakespeare-country.co.uk](http://www.shakespeare-country.co.uk) received 328,693 unique visitors, which is a 45% increase on the previous year. From April 2008 to November 2008 the website has received 443,808 unique visitors which is an increase of more than double compared to the previous year.

## **INTERNATIONAL WEB:**

[www.shakespeare-country.cn](http://www.shakespeare-country.cn) (China), [www.shakespeare-country.jp](http://www.shakespeare-country.jp) (Japan) and [www.shakespeare-country.com](http://www.shakespeare-country.com) (USA) are all hosted in the named country and are an excellent first introduction and portal to the main website for our overseas visitors, providing an opportunity for those businesses that wish to engage the largest of our international markets directly in their own language.

Shakespeare Country manage the content of both the Stratford-upon-Avon and the Warwick pages on all forty eight VisitBritain and all five EnjoyEngland websites including featuring our award winning podcasts and videocasts of the towns.

Shakespeare Country is a featured destination on all VisitBritain and EnjoyEngland websites with online 'live bookings' and direct links to your Shakespeare Country web pages.

We are currently a major contributor to the VisitBritain campaign websites in the USA [www.beabritdifferent.com](http://www.beabritdifferent.com) and in Canada [www.britainitsouthere.com](http://www.britainitsouthere.com). And we feature on the international leisure consortium Britain's Heritage Cities website [www.heritagecities.com](http://www.heritagecities.com) and the international business consortium England's Heritage Cities website [www.conferencesinengland.com](http://www.conferencesinengland.com), as well as numerous international and national links via our many partners websites.

## **E-MARKETING**

E-marketing offers you the opportunity to target market sectors through our consumer e-newsletter about any special event coming up, good news to share or simply if you want to promote your business.

We offer you the opportunity to buy space in our e-newsletters which are distributed to thousands of active and regularly updated consumer addresses. The Shakespeare Country online e-marketing campaigns track response and open rates with an excellent click through rate. Further details are available from our marketing department.

## **PRESS AND PR**

Maximise your promotional potential and increase your press exposure through regular Shakespeare Country press releases. In 2007/2008 Shakespeare Country released nearly one press release a week with the stories generated delivering a print circulation of over 40 million copies and a readership of over 100 million people. Shakespeare Country is able to offer our members the chance to host journalists, providing valuable opportunities to increase your profile in regional, national and

international media and when appropriate and/or when your story meets our PR strategies and objectives we will provide additional PR support for you for free, so please keep us up to date with all your news.

## **TRAVEL TRADE**

Shakespeare Country increases awareness of the destination and drives tourists to the area by direct involvement with the travel trade, group organisers and tour operators. Shakespeare Country actively promotes attractions, accommodation and support services to group organisers, coach operators, tour operators and wholesalers by attending travel trade exhibitions, workshops and conventions in the UK and overseas. As a member you can be directly involved in these events through stand share and leaflet display opportunities, as well as table top displays, press and tour operator familiarisation visits. The new dedicated Shakespeare Country travel trade website ([www.shakespeare-country.co.uk/groups](http://www.shakespeare-country.co.uk/groups)) provides specialist information relevant to the travel trade and channels group business to members and further business to the region.

In 2008 Shakespeare Country was appointed by Advantage West Midlands to be the international marketing brand for the whole of the West Midlands and the travel trade opportunities this brings to our members is an additional half a million pounds overseas campaign per annum.

## **GUESTLINK ONLINE:**

**Guestlink online** is a tourism enhancement website free for all members of Shakespeare Country. Guestlink Online makes it possible for Guest Accommodation members to update their details, availability and prices, enabling live web bookings and special offers to be promoted on the Shakespeare Country, VisitBritain, EnjoyEngland and Room Check websites (where applicable).

Attraction members and Gold, Platinum and Diamond Hotel members can also add unlimited date specific events to the Shakespeare Country website. All members can view their performance indicators for the business generated through Shakespeare Country such as bookings, click through and referrals, allowing you to track the impact of promotions, events and special offers with ease.

Members who regularly update their Guestlink information automatically synchronise with the Shakespeare Country website, and accommodation providers who update availability automatically rise to the top of the availability listings increasing the opportunity to take bookings. Guestlink Online also offers you the opportunity to update other appropriate tourism websites such as VisitBritain, EnjoyEngland, Roomcheck and soon to come many more online booking websites.

## **SHAKESPEARE COUNTRY CONFERENCE BUREAU**

The Conference Bureau is a service available for certain Silver, Gold, Platinum and Diamond membership schemes. The Shakespeare Country Conference Bureau provides a seven day a week service from a team of dedicated professionals who deliver service excellence in venue finding, conference organising and event management that is recognised as one of the fastest growing conference businesses in the UK.

## **BENEFITS OF THE SHAKESPEARE COUNTRY CONFERENCE BUREAU**

- A website listing of your venue and special offer rates on the Shakespeare Country Conference Bureau website
- Conference enquiries and referrals to your business at an 8% commission rate plus VAT
- Advertising and promotional opportunities in conference e-newsletters and e-marketing campaigns
- Membership of the Conference Bureau working group
- Discounted stand partner and brochure racking opportunities at selected conference exhibitions
- Opportunity to host business tourism journalists and conference buyers
- Opportunity to buy a listing in the Shakespeare Country Conference Bureau brochure
- 7 day a week handling service for telephone, website, e-mail, fax and trade enquiries
- Pro-active event bidding service promoting the destination as a venue to host conferences

## MEMBERSHIP BENEFITS


Detailed below is a summary of the standard benefits your business will receive by becoming a Shakespeare Country Retail member:

### RETAIL MEMBERSHIP BENEFITS *include:*

- Enhanced listing on [www.shakespeare-country.co.uk](http://www.shakespeare-country.co.uk) which includes two large images on own page, business name, address, phone number, fax, email, short description, direction and link to map
- Free reciprocal hyperlink on and to [www.shakespeare-country.co.uk](http://www.shakespeare-country.co.uk)
- Guestlink online performance tracking module
- 7 day a week telephone answering service from Visitor Economy Centre promoting the members' hotline, visitor information line and online enquiry services
- Leaflet display in either Stratford-upon-Avon or Royal Leamington Spa Tourist Information Centre (members are responsible for print and supply of leaflets)
- Stratford-upon-Avon Tourist Information Centre Late Kiosk TV screen, giving information 7 days a week
- 1 x Shakespeare Country Press and Trade pass for 2010
- 10% discount for products purchased in both of the Shakespeare Country Gift Shops located at the Stratford-upon-Avon and Royal Leamington Spa Tourist Information Centres.
- Press and PR opportunities
- Opportunity to purchase a display advertisement in the Holiday and Accommodation guide 2010 (*Display advertisements must be supplied by the member in high resolution PDF format, alternatively artwork can be designed by Shakespeare Country for an additional charge. A full display advertisement specification will be supplied to you nearer the time.*)
- 1 x voting member invite to Shakespeare Country Annual General Meeting/Annual Conference
- Opportunity to purchase guest invite to Shakespeare Country Annual General Meeting/Annual Conference
- Direct debit payment options (annual/quarterly/monthly)
- Optional attractions leaflet rack regularly replenished by our distributors
- Regular members e-newsletters
- Member training sessions throughout the year
- Shakespeare Country window sticker
- Preferential rates for card payments with Streamline (joining fees waived and discounts on transactions)
- Opportunity to buy coverage in e-marketing campaigns, online banner advertising, micro sites, monthly featured retail spotlight on the shopping search page on [www.shakespeare-country.co.uk](http://www.shakespeare-country.co.uk)
- Opportunity to purchase a listing on the travel trade website – [www.shakespeare-country.co.uk/groups](http://www.shakespeare-country.co.uk/groups)

Prices (excluding VAT)	
Retail Units per member	
1 – 10 units	£139
11 - 20 units	£159
21 units plus	£199

**MEMBERSHIP BOOKING FORM**

<b>A. MEMBER DETAILS</b>		Business Name:	
		Registered in England No.	
		with registered office at:	
<b>B. COMMENCEMENT DATE</b> <i>To be the 1<sup>st</sup> of the month following the month in which the membership form is returned</i>		1 <sup>st</sup> .....	
<b>C. AUTHORISED REPRESENTATIVE</b>		Shakespeare Country : Jo Butler membership@shakespeare-country.co.uk	
		<b>Member Name:</b>	
<b>D. Owner/Manager Details</b> Mr/Mrs/Ms/Other:		Full Names:	
Establishment/Company Address:			
Post Code:	Telephone:	Fax:	Email:
Contact Address (only if different from above):			
Post Code:	Telephone:	Fax:	Email:
<b>E. METHOD OF PAYMENT</b>	Cheque <input type="checkbox"/>	Credit Card <input type="checkbox"/>	Direct Debit <input type="checkbox"/>
		BACS :- A/C Details <input type="checkbox"/>	Name: South Warwickshire Tourism A/C Number: 65261801 Sort code: 60-12-35
<b>F. CATEGORY OF MEMBER</b>	Retail		
Please enter your Web Address for a reciprocal hyperlink to your website:			
<b>G. INITIAL TERM</b>	12 MONTHS		
<b>Ends 12 Months after the Commencement Date</b>	Membership subscription fee: £		
	VAT: £		
	Total Cost: £		
<b>SIGNED</b> by Phil Hackett	<b>SIGNED</b> by		
duly authorised for and on behalf of	duly authorised for and on behalf of		
<b>SOUTH WARWICKSHIRE TOURISM LIMITED t/a SHAKESPEARE COUNTRY</b>	<b>POSITION</b>		
	<b>DATED</b>		
<b>DATED: 1<sup>st</sup> January 2009</b>			

**DECLARATION**

I/We wish to apply for membership of Shakespeare Country and agree to comply with the statutory regulations, the specific terms and conditions which are part of the full terms and conditions ('Terms') attached to this membership Booking Form. Such Terms are hereby incorporated into this Membership Booking Form by reference. The Member hereby acknowledges that its liability for the payment of debts and liabilities of Shakespeare Country incurred during its Membership, and for any costs, charges and expenses of winding up, is such amount as may be required not exceeding £1. The Member also undertakes to contribute this to the assets of Shakespeare Country if it is wound up while it remains a member, or within one year following termination of its Membership.

Signature(s).....Print Name .....

Establishment .....Date.....

Application  
Please return these Terms accompanied with the Membership Booking Form to:  
Shakespeare Country, 605 Suite - Holly Court, Holly Farm Business Park, Honiley, Kenilworth, Warwickshire, CV8 1NP.  
Telephone – 0844 449 8419  
Fax: 01926 485 089; Email: [membership@shakespeare-country.co.uk](mailto:membership@shakespeare-country.co.uk)

## SHAKESPEARE COUNTRY MEMBERSHIP TERMS AND CONDITIONS

### RECITALS

- (A) Shakespeare Country is a not for profit private limited company which is for the purposes of membership is in the business of arranging advertising listings and promotions for its Members.
- (B) The Member is any business, organisation and/or association that wishes to apply to become a member of Shakespeare Country in order to achieve better promotion and to achieve agreed advertising listings in a variety of promotional media.
- (C) Shakespeare Country agrees to provide the above referenced services in accordance with and subject to these Terms.

### IT IS AGREED as follows:

#### 1. INTERPRETATION

- 1.1 In these Terms (which expression includes the recital and all schedules to these Terms) the following terms have the following meanings:  
**Accommodation Booking:** means a purchase by an individual/business and/or organisation which includes an overnight stay via the Shakespeare Country Booking Facilities for an individual or group of individuals of ten or less.  
**Booking Facilities:** means any of the following: the Shakespeare Country Tourist Information centres; 24Hour TIC Screen(s); website(s); and/or Visitor Economy Centre.  
**Commencement Date:** means the date of commencement of the Membership, as set out in the Membership Booking Form;  
**Commission:** means the percentage value stated in the Membership Booking Form (including VAT at the rate in force at the time the invoice is raised) payable by the Member to Shakespeare Country;  
**Conference Booking:** means a purchase by an individual/business and/or organisation which may or may not include an overnight stay via the Shakespeare Country Booking Facilities for a group of individuals of eleven or more.  
**Default:** means any breach of the obligations of a party (including but not limited to fundamental breach or breach of a fundamental term) or any default, act, omission, negligence, or statement of a party or its staff in connection with or in relation to the subject matter of this Agreement and in respect of which such party is liable to any other party;  
**Initial Term:** means the term stated in the Membership Booking Form;  
**Intellectual Property Rights:** means any patent, copyright, database right, moral right, design right, design, trade mark, service mark, domain name, metatag, know-how, utility model, whether registered or unregistered or, where relevant, any application for any such right, or other industrial or intellectual property right subsisting anywhere in the world;  
**Membership:** means the contract for membership between the Member and Shakespeare Country which is detailed in the Membership Booking Form and subject to these Terms;  
**Member Intellectual Property:** means the Intellectual Property Rights belonging to the Member;  
**Services:** means the Services to be provided by Shakespeare Country or its authorised representative to the Member in accordance with the provisions of these Terms;  
**Specific Terms:** means those specific terms applicable to any business, organisation and/or association membership schemes.
- 1.2 The headings to clauses are inserted for convenience only and shall not affect the interpretation or construction of these Terms. Words imparting the singular shall include the plural and vice versa. Words imparting a gender include every gender and references to persons include an individual, company, corporation, firm or partnership.
- 1.3 The words "other" and "including" and the phrase "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.
- 1.4 All references in these Terms to clauses are to the clauses in these Terms unless otherwise stated.
- 1.5 In the case of conflict or ambiguity between any provision contained in the body of these Terms and any provision contained in any attached document, the provision in the body of these Terms shall take precedence.
2. **TERM**
- 2.1 Following the Initial Term, and unless otherwise agreed between the parties, the term shall continue thereafter unless and until the Member gives not less than three (3) months notice in writing to terminate the Membership, such notice to be effective no earlier than on the expiry of the Initial Term or any anniversary thereof.

### 3. APPLICATION

- 3.1 These Terms apply to all applications for, and Membership of, Shakespeare Country.
- 3.2 Shakespeare Country reserves the right to refuse any application for Membership and is not obliged to give a reason for such refusal.

### 4. MEMBERSHIP CATEGORIES

- 4.1 The categories of Membership type vary.
- 4.2 Specific Terms set out in the schedules to these Terms shall apply in addition to these Terms in respect of each such category of Membership. In the event of any conflict between these Terms and the Specific Terms, the provisions of these Terms shall take precedence.

### 5. MEMBER OBLIGATIONS

- 5.1 During the Term, the Member shall observe and comply with the following obligations:
- 5.1.1 **Advertising copy.** All listings and display advertisements booked by any given deadline are accepted by Shakespeare Country subject to Shakespeare Country approval of the text, sizes and special positions and will be allocated on a first come first serve basis. Any listings and/or display advertisements received after the deadline will only be accepted if space is available. All Members remain liable for space booked regardless of any failure to supply text in accordance with these conditions.
- 5.1.2 **Availability of space.** The Member acknowledges and agrees that display advertising space is subject to availability and the Member shall supply all artwork direct to Shakespeare Country digitally in high resolution format as specified by Shakespeare Country.
- 5.1.3 **Final proof.** The Member shall be responsible for checking and returning, within the specified time, any proofs provided. Shakespeare Country shall charge further alterations at a standard studio rate not exceeding £100 plus VAT per hour.
- 5.1.4 **Copyright Clearance.** The Member shall clear copyright in any photographs or maps supplied to Shakespeare Country for use in promotional material.
- 5.1.5 **Risk.** The Member shall ensure that all property, artwork, transparencies, scans and any other materials provided by the Member to Shakespeare Country shall be held by Shakespeare Country at the Members' risk and should be insured against loss or damage from whatever cause.
- 5.1.6 **Written Instructions.** The Member shall give all instructions and requests to Shakespeare Country in writing.
- 5.1.7 **Membership.** The Member acknowledges and agrees that by committing to take a display advertisement with Shakespeare Country the Member will also be committing to become a Member of Shakespeare Country. If the Member (which, for the purposes of this clause 5.1.7, means an applicant to Shakespeare Country for advertising based on Shakespeare Country membership rates) fails to pay Shakespeare Country for the relevant membership fee, the Member acknowledges and agrees that Shakespeare Country shall be entitled to invoice the Member for the advertising listing at the non-members rate.
- 5.1.8 **Website Link.** Member agrees to provide a link from the Member's website to [www.shakespeare-country.co.uk](http://www.shakespeare-country.co.uk).
- 5.1.9 **Accommodation.** Any Member promoting accommodation establishments in its capacity as owner/manager must notify all such establishments to Shakespeare Country. For the avoidance of doubt, if ten self catering properties are owned and promoted in the Member's literature and website, all ten must be registered with Shakespeare Country as a part of the membership scheme.
- 5.1.10 **Availability.** The Member acknowledges and agrees regularly to update the availability of its rooms/properties via the 'Guestlink' interface in order to ensure such information is available to members of the public via the "Booking Facilities" for the purposes of, but not limited to, providing the Member with potential customers and/or sales leads;
- 5.1.11 **Bookings.** The Member acknowledges and agrees to accept and honour all and any bookings received that correspond with availability promoted via the Booking Facilities and will endeavour to accept and honour all and any booking enquiries received via the Shakespeare Country Booking Facilities

## 6. SHAKESPEARE COUNTRY OBLIGATIONS

6.1 During the Term, Shakespeare Country shall observe and comply with the following obligations:

- 6.1.1 **Editing of Display Advertising and/or Listing.** Shakespeare Country will edit, in consultation with the Member, any text which is too long for the listed size booked. In the event the Member is unavailable to give comment or assistance of any kind, Shakespeare Country reserves the right to make such editing decisions as it deems appropriate;
- 6.1.2 **Listing Position.** Subject to the provisions of Clause 5.1.1, the position of the listing will be at the discretion of Shakespeare Country.
- 6.1.3 **Promotion** Shakespeare Country shall use its reasonable endeavours to promote the Member in all Shakespeare Country Booking Facilities.

## 7. CANCELLATION

In the event that the Member wishes to cancel any booked listing in Shakespeare Country literature, the Member must ensure that the cancellation is notified to Shakespeare Country before any given deadline. Cancellation notified after the given deadline shall not be effective and the Member shall remain liable to pay the applicable membership fee to Shakespeare Country.

## 8. MEMBER WARRANTIES

8.1 The Member warrants that:

- 8.1.1 Its listing and/or display advertisement does not contravene the British Code of Advertising Sales Promotion and Direct Marketing or the Trade Descriptions Act 1968 as amended from time to time;
- 8.1.2 it has power to enter into these Terms and it has obtained all necessary approvals to do so and has the power to grant to Shakespeare Country the rights granted under it; and
- 8.1.3 is not under any disability, restriction or prohibition which might prevent it from performing or observing any of its obligations under these Terms;
- 8.1.4 it has disclosed to Shakespeare Country details of any other arrangements or agreements which the Member is party to that are similar in nature to these Terms;
- 8.1.5 all third-party liabilities shall be the sole responsibility of the Member and Shakespeare Country shall not incur any liability for these.

## 9. INDEMNITY

The Member will indemnify Shakespeare Country and keep Shakespeare Country fully indemnified against all actions, claims, proceedings, costs and damages (including any damages or compensation paid by Shakespeare Country on the advice of its legal advisers to compromise or settle any claim) and all legal costs or other expenses arising out of any breach of its obligations under these Terms or out of any claim by a third party based on any facts which if substantiated would constitute such a breach, including, for the avoidance of doubt, the infringement of any third party Intellectual Property Rights.

## 10. PAYMENT

- 10.1 All Shakespeare Country membership subscriptions are due annually.
- 10.2 The Member shall pay all invoices within 28 days after the date of the invoice, unless direct debit payment has been authorised by the Member. Should any direct debit be dishonoured, Shakespeare Country has the right to request full payment of any outstanding amounts forthwith.
- 10.3 In the event that payment is not received by the due date, Shakespeare Country reserve the right to charge interest on a daily rate from the date the payment became due calculated at 6 % above the base rate for the time being of NatWest Bank plc from the due date until the date of payment before as well as after any judgment.
- 10.4 All payments made by the Member under these Terms shall be made in full without any set-off or counter-claim whatever.

## 11. COMMISSION

- 11.1 Shakespeare Country shall retain Commission of the gross value of all and any bookings by all and any customer made through the Booking Facilities;
- 11.2 Unless otherwise agreed between the parties, the Member agrees:
  - 11.2.1 for all Accommodation Bookings, to pay 10% Commission (including VAT) on all and any accommodation bookings made through the Booking Facilities.
  - 11.2.2 for all Conference Bookings, to pay 8% Commission (plus VAT) on all and any conference and/or group bookings made through the Booking Facilities.
  - 11.2.3 that the Commission will be calculated upon the total invoice amount (excepting prior agreed non-commissionable items);
  - 11.2.4 to provide Shakespeare Country with a copy of the final invoice issued to the client for all bookings placed through or as a result of the Booking Facilities within fourteen (14) days; and
  - 11.2.5 to pay the Commission within 28 days from the date of invoice issued by the Member to the client.

## 12. LIABILITY

- 12.1 Shakespeare Country will not be liable for any loss or damage, direct or indirect, consequential or otherwise (including loss of profits, loss of business, economic loss and loss of goodwill or reputation) howsoever occasioned and whether foreseen or foreseeable whether by an error in any listing, late publication or failure to appear from any cause whatsoever except if Shakespeare Country is negligent or in breach of its obligations.
- 12.2 This clause sets out the entire financial liability of the parties (including any liability for the acts or omissions of their respective employees, agents and sub-contractors) to each other in respect of:
  - 12.2.1 any breach of these Terms; and
  - 12.2.2 any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Terms.
- 12.3 Nothing in these Terms shall limit or exclude the liability of either party for:
  - 12.3.1 death or personal injury resulting from negligence; or
  - 12.3.2 fraud or fraudulent misrepresentation; or
  - 12.3.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
  - 12.3.4 the indemnity contained in clause 9.
- 12.4 Subject to clause 12.1 and 12.3, the total liability of Shakespeare Country arising under or in connection with these Terms, whether in tort (including negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, shall be limited in aggregate during the Term to the first annual subscription fee.

## 13. DATA PROTECTION

13.1 The Member acknowledges and agrees that:

- 13.1.1 Shakespeare Country may make your details/data available to carefully selected organisations (such as Visit Britain and Enjoy England) for inclusion in tourism-related publications and websites for the purpose of, but not limited to, providing the Member with potential customers and/or sales leads;
- 13.1.2 Shakespeare Country may pass the information supplied by the Member to carefully selected organisations whose products and services may be of interest to the Member;
- 13.1.3 Shakespeare Country may pass the information supplied by the Member to persons, customers and/or organisations located outside the European Economic Area.

## 14. INSPECTION

Shakespeare Country reserves the right to inspect any premises owned, operated or controlled by a Member and which is the subject of an advertisement required to be placed by Shakespeare Country.

## 15. NOTICES

Any notice given pursuant to these Terms shall be in writing and shall be sufficiently given to any party if sent in a letter by first-class or airmail pre-paid post addressed to that party at the party's last known address or place of business or that party's registered office (or any alternative address notified by that party in accordance with this clause) and any notice so given shall be deemed unless the contrary is proved to have been effected at the time at which the letter would be delivered in the ordinary course of post.

## 16. GENERAL

- 16.1 Shakespeare Country reserves the right to amend and/or update terms and conditions by giving 30 days notice in writing to the Member.
- 16.2 These Terms shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in these Terms. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf
- 16.3 No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
- 16.4 If any provision of these Terms is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from these Terms and rendered ineffective as far as possible without modifying the remaining provisions of the agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of these Terms.
- 16.5 These Terms shall be governed by and construed in accordance with the law of England and Wales and each party agrees to submit to the non-exclusive jurisdiction of the courts of England and Wales.
- 16.6 In the event that a Member's approved quality assurance grading membership lapses for any reason, Shakespeare Country reserves the right to downgrade or terminate the Membership without any refund of subscriptions paid, until the Member can confirm to Shakespeare Country that the Member is re-enrolled in an approved quality assurance scheme.

REGISTERED OFFICE: SOUTH WARWICKSHIRE TOURISM LIMITED  
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