



Shakespeare Country Members Scheme

Contents

Introduction to Shakespeare Country.....	1
Benefits of becoming a Shakespeare Country Member	1
Web	1
E-Marketing	2
Press and PR.....	2
Business Support.....	2
Joining Shakespeare Country	2
Groups Marketing	2
Conference & Events Bureau	2
Benefits for Accommodation	3
Act One	3
Act Two	3
Act Three.....	3
Rates for Accommodation.....	4
Benefits for Attractions, Activities,Entertainment, Retail, Places to Eat and Drink	5
Act One	5
Act Two	5
Act Three.....	5
Rates for Attractions, Activities, Entertainment, Retail, Places to Eat and Drink	6
Benefits for Personal Members.....	7
Act One	7
Act Two	7
Act Three.....	7
Rates for Personal Members	7
Shakespeare Country – Groups	8
Act One	8
Act Two	8
Act Three.....	8
Rates for Shakespeare Country – Groups.....	8
Shakespeare Country – Conferences.....	9
Act One	9
Act Two	9
Act Three.....	9
Rates for Shakespeare Country – Conferences	9
Terms and Conditions	10

Introduction to Shakespeare Country

Shakespeare Country Tourism Ltd, trading as Shakespeare Country, has been set up by Tony Merrygold (owner of The Open Road), Sally Carrick, and Ben Tagg (of New Vision Group) to promote Shakespeare Country as a leading visitor destination with the aim of increasing visitors to the area, thus increasing the value of the visitor economy. The company owns many assets and marketing tools, which have been used for many years to promote the area successfully, including:

- The Shakespeare Country brand
- The Shakespeare Country website (www.shakespeare-country.co.uk) and other branded domain names
- The visitor enquiry telephone numbers
- Visitor databases and ICT systems

Shakespeare Country believes that marketing programmes are vital to the success of the area, and we aim to deliver a full range of marketing services. Your support is vital in enabling us to do this. Shakespeare Country is offering you the opportunity to benefit from this marketing and promote your business by joining our Shakespeare Country Members Scheme. The Scheme has been designed to offer you a choice of levels of promotion on the Shakespeare Country website, tailored to your type of business (accommodation, non-accommodation and personal members). Shakespeare Country Members can benefit from targeted marketing to the Groups and Business Tourism markets by joining Shakespeare Country Groups and / or Shakespeare Country Conferences & Events.

Benefits of becoming a Shakespeare Country Member

Web

www.shakespeare-country.co.uk

Joining Shakespeare Country will give you an online entry on this award-winning website, our key tool in providing visitors with information on where to stay, places to visit, and what to see and do. With thousands of unique visitors each month, you can maximise distribution of your businesses promotions, offer online bookings and sell e-tickets. Through Guestlink you can manage the information shown about your business, giving you total control over the content of your online promotions. Act Two and Act Three members can also promote unlimited date specific events and special offers on the website.

We are currently improving the organic Site Engine Optimisation (SEO) of this website and plan to improve the content and functionality in the near future. We hope to develop micro-sites for the main market towns, and online town guides utilising the latest mobile technology, which will feature every member's business.

Your online marketing is enhanced through automatic uploads to the Visit Britain and Enjoy England websites, with direct links to your Shakespeare Country web pages.

You can increase your global marketing by opting for either the Act Two or Act Three membership, which includes entry on www.shakespeare-country.com (USA), www.shakespeare-country.cn (China) and www.shakespeare-country.jp (Japan). These websites are a great way for businesses to reach visitors from our largest international markets in their own language.

For Act Three members, a new level of promotion is available. You can maximise the impact of your Shakespeare Country online promotion with a photo gallery of up to 8 images with captions, and a video of your premises, plus have priority listing when the website search feature is used.

E-Marketing

We expect to run a range of e-marketing campaigns over the next year, starting with a Shakespeare Country campaign and a Group Travel campaign, both this Autumn, a November shopping campaign to capture the pre-Christmas shoppers, and a Heritage campaign in the Spring. As a member, you will be invited to participate in these campaigns, with options to buy space in the e-newsletters which will be distributed to our unique database of thousands of consumers, and / or highlight your business with banner advertising on the website.

Press and PR

Members of Shakespeare Country will benefit from our press and PR activity, with the Shakespeare Country website being the main fulfilment tool for this activity. You will have the opportunity for free publicity if you send us stories that fit with our PR strategy, and can raise your profile by hosting press familiarisation visits.

Business Support

Shakespeare Country will send Members regular communications and update our corporate website to provide you with information on how to improve your business and / or your marketing. We will provide members with a business support programme to help you, for example, reduce costs, keep up with current legislation, learn about best practice and access quality training events.

Joining Shakespeare Country

Have a look at the following pages and decide which level (Act) of membership is most appropriate for your business, then go back to the Guestlink sign up page and select that level of membership. You can select annual or quarterly membership and payment. (Please note that there is an additional 5% has been applied to the quarterly rates to reflect the additional administration required). On completion of the online sign up process, your application will be submitted and you will receive an email confirming your membership. A welcome letter and your Shakespeare Country Member window sticker will be sent in the post.

We look forward to working with you soon!

Groups Marketing

For members of Shakespeare Country, promotion through our Groups website (www.shakespeare-country.co.uk/groups) is available as a separate option. Active marketing to group and travel trade organisers starts this Autumn with an e-marketing campaign directing consumers to our travel trade website. Shakespeare Country Members can select one of three levels of promotion, as shown below.

Conference & Events Bureau

Shakespeare Country Members can also join our Conference & Events Bureau. Different levels of promotion are available. Act One is available to all accommodation businesses, and offers an entry on our conference and events enquiries system which will enable them to get accommodation bookings, via our Conference and Events Bureau, from business and events visitors. Acts Two and Three offer conference venues (both residential and non-residential) an entry on our conference and events enquiries system, which will be used by the Conference and Events Bureau to respond to conference and events organisers' enquiries, and promotion on our conference and events website (www.shakespeare-country.co.uk/conference).

Benefits for Accommodation

Act One

Marketing Benefits

- Online advert (standard) on www.shakespeare-country.co.uk , offering access to thousands of unique visitors. Includes 2 images (1 large and 1 small), business name, contact name, address, contact telephone number, short description (approximately 30 – 35 words), room details and availability, and display of attractions and events local to your business. (website link not included)
- Online advert www.enjoyengland.com and www.Visitbritain.com
- Guestlink online – your online tool for managing your availability, pricing and bookings, updating information, adding special offers, and viewing your statistics
- Opportunity for online bookings from www.shakespeare-country.co.uk (commission charge applies)
- Opportunity for online bookings from www.enjoyengland.com , and www.Visitbritain.com
- Opportunities for participation in marketing campaigns throughout the year
- Joint marketing initiatives with VisitBritain/Enjoy England partnership marketing programmes
- Promotion of Shakespeare Country through PR activity and the opportunity to participate in Press and PR work
- Use of Shakespeare Country logo
- 'Shakespeare Country Member' window sticker
- Press Pass giving free access to participating attractions

Business Development Benefits

- Product development assistance for businesses
- Access to research including visitor profiles, economic impact profiles, trends and behavioural data
- Guestlink Training
- Business Development and Training events
- Information on grants and other business development assistance
- Information on sustainable tourism initiatives
- Vouchers (when available) for New Vision Group products, e.g. Web Bookings and Booking Extras
- Preferential rates for credit card payments
- PR and publicity assistance

Other Benefits

- Direct Debit payment option
- Regular member e-newsletters

Act Two

Includes the above benefits plus:

- Enhanced online advert on www.shakespeare-country.co.uk . This includes the standard listing plus 4 images (2 large and 2 small), long description (approximately 200 words), special offers and short breaks, email address, fax number, directions and link to map.
- Link to your website from www.shakespeare-country.co.uk
- Standard listing on www.shakespeare-country.com (USA), www.shakespeare-country.cn (China) and www.shakespeare-country.jp (Japan) (50 words of translated copy, thumbnail image and email address)

Act Three

Includes the above benefits plus:

- Ability to showcase your business on the Shakespeare Country website (www.shakespeare-country.co.uk) with a photo gallery (up to 8 images) and a video
- Priority listing on the website search feature
- Enhanced listing on www.shakespeare-country.com (USA), www.shakespeare-country.cn (China) and www.shakespeare-country.jp (Japan) (200 words of translated copy, 5 images, full contact details, website link)

Rates for Accommodation

Serviced Accommodation

Number of Bedrooms	Annual Rate: Act One	Quarterly Rate: Act One	Annual Rate: Act Two	Quarterly Rate: Act Two	Annual Rate: Act Three	Quarterly Rate: Act Three
1 - 5	£150	£39	£250	£66	£275	£72
6 - 10	£225	£59	£375	£98	£413	£108
11 - 20	£319	£84	£531	£139	£584	£153
21 - 50	£405	£106	£675	£177	£743	£195
50 - 100	£515	£135	£858	£225	£943	£248
101+	£639	£168	£1,065	£279	£1,171	£307

All prices are subject to VAT

Self Catering / Narrow Boats

Number of Units	Annual Rate: Act One	Quarterly Rate: Act One	Annual Rate: Act Two	Quarterly Rate: Act Two	Annual Rate: Act Three	Quarterly Rate: Act Three
1	£150	£39	£250	£66	£275	£72
2 - 3	£225	£59	£375	£98	£413	£108
3 - 5	£338	£89	£538	£141	£588	£154
6 - 9	£506	£133	£766	£201	£831	£218
10+	£731	£192	£1,005	£264	£1,073	£282

All prices are subject to VAT

Caravan & Campsites

Number of Pitches	Annual Rate: Act One	Quarterly Rate: Act One	Annual Rate: Act Two	Quarterly Rate: Act Two	Annual Rate: Act Three	Quarterly Rate: Act Three
1 - 99	£150	£39	£250	£66	£275	£72
100 +	£227	£60	£377	£99	£415	£109

All prices are subject to VAT

Youth Hostels, Schools & Colleges

	Annual Rate: Act One	Quarterly Rate: Act One	Annual Rate: Act Two	Quarterly Rate: Act Two	Annual Rate: Act Three	Quarterly Rate: Act Three
Youth Hostels Schools & Colleges	£150	£39	£250	£66	£275	£72

All prices are subject to VAT

Benefits for Attractions, Activities, Entertainment, Retail, Places to Eat and Drink



Act One

Marketing Benefits

- Standard online advert on www.shakespeare-country.co.uk , offering access to thousands of unique visitors. This includes 2 images (1 large and 1 small), business name, contact name, address, contact telephone number, description, display of accommodation near your venue, opening times and prices. (website link not included)
- Online advert on www.enjoyengland.com and www.Visitbritain.com (for establishments that meet Enjoy England & Visit Britain criteria only)
- Guestlink online – your online tool for updating information, adding special offers, viewing statistics
- Online ticket sales from www.shakespeare-country.co.uk at a low commission rate of 10%
- Opportunities for participation in marketing campaigns throughout the year
- Joint marketing initiatives with VisitBritain/Enjoy England partnership marketing programmes
- Promotion of Shakespeare Country through PR activity and the opportunity to participate in Press and PR work
- Use of Shakespeare Country logo
- 'Shakespeare Country Member' window sticker
- Participation in Shakespeare Country press pass, giving free entry to accommodation providers and journalists.

Business Development Benefits

- Product development assistance for businesses
- Access to research including visitor profiles, economic impact profiles, trends and behavioural data
- Guestlink Training
- Business Development and Training events
- Information on grants and other business development assistance
- Information on sustainable tourism initiatives
- Vouchers (when available) for New Vision Group products, e.g. Affiliates - Overnighter
- Preferential rates for credit card payments
- PR and publicity assistance

Other Benefits

- Direct Debit payment option
- Regular member e-newsletters
- Membership of the Shakespeare Country Attractions group

Act Two

Includes the above benefits plus:

- Enhanced online advert on www.shakespeare-country.co.uk . This includes the standard listing plus 4 images (2 large and 2 small), description, special offers, events, email address, fax number, directions and link to map.
- Link to your website from www.shakespeare-country.co.uk
- Standard listing on www.shakespeare-country.com (USA), www.shakespeare-country.cn (China) and www.shakespeare-country.jp (Japan) (50 words of translated copy, thumbnail image and email address)

Act Three

Includes the above benefits plus:

- Ability to showcase your business on the Shakespeare Country website (www.shakespeare-country.co.uk) with a photo gallery (up to 8 images) and video
- Enhanced listing on www.shakespeare-country.com (USA), www.shakespeare-country.cn (China) and www.shakespeare-country.jp (Japan) (200 words of translated copy, 5 images, full contact details, website link)
- Priority listing on the website search feature

**Rates for Attractions, Activities,
Entertainment, Retail, Places to Eat and Drink**

Type of Business	Annual Rate: Act One	Quarterly Rate: Act One	Annual Rate: Act Two	Quarterly Rate: Act Two	Annual Rate: Act Three	Quarterly Rate: Act Three
Attractions, Activities & Entertainment	£150	£39	£350	£92	£400	£105
Restaurants & Retail	£95	£25	£145	£38	£170	£45

All prices are subject to VAT

Benefits for Personal Members

Act One

Marketing Benefits

For direct tourism related businesses (e.g. Blue Badge Guides):

- Standard online advert on www.shakespeare-country.co.uk , offering access to thousands of unique visitors. This includes 2 images (1 large and 1 small), business name, contact name, address, contact telephone number, short description (approximately 30 – 35 words), display of accommodation near your venue, opening times and prices. (website link not included)
- Guestlink online – your online tool for updating information, adding special offers, viewing statistics
- Opportunities for participation in marketing campaigns throughout the year
- Joint marketing initiatives with VisitBritain/Enjoy England partnership marketing programmes
- Promotion of Shakespeare Country through PR activity and the opportunity to participate in Press and PR work
- Use of Shakespeare Country logo
- 'Shakespeare Country Member' window sticker
- Press Pass giving free access to participating attractions

(For non-tourism related businesses: Opportunity to promote your business on Shakespeare Country members' page and on tourism business e-newsletters)

Business Development Benefits

- Access to research including visitor profiles, economic impact profiles, trends and behavioural data
- Guestlink Training
- Business Development and Training events
- Information on grants and other business development assistance
- Preferential rates for credit card payments
- PR and publicity assistance

Other Benefits

- Direct Debit payment option
- Regular member e-newsletters

Act Two

Includes the above benefits plus:

For direct tourism related businesses (e.g. Blue Badge Guides):

- Enhanced online advert on www.shakespeare-country.co.uk . This includes the standard listing plus 4 images (2 large and 2 small), long description (approximately 200 words), special offers, events, email address, fax number, directions and link to map.
- Link to your website from www.shakespeare-country.co.uk
- Standard listing on www.shakespeare-country.com (USA), www.shakespeare-country.cn (China) and www.shakespeare-country.jp (Japan) (50 words of translated copy, thumbnail image and email address)

Act Three

- Ability to showcase your business on the Shakespeare Country website (www.shakespeare-country.co.uk) with a photo gallery (up to 8 images) and video
- Enhanced listing on www.shakespeare-country.com (USA), www.shakespeare-country.cn (China) and www.shakespeare-country.jp (Japan) (200 words of translated copy, 5 images, full contact details, website link)
- Priority listing on the website search feature

Rates for Personal Members

Type of Business	Annual Rate: Act One	Quarterly Rate: Act One	Annual Rate: Act Two	Quarterly Rate: Act Two	Annual Rate: Act Three	Quarterly Rate: Act Three
Personal Members	£50	£13	£80	£21	£105	£28

All prices are subject to VAT

Shakespeare Country – Groups

As a member of Shakespeare Country, you have the opportunity to sign up for Groups marketing and promotion on the Shakespeare Country Groups website www.shakespeare-country.co.uk/groups

Act One

- Opportunities for participation in groups marketing
- Packaging assistance for Group Travel organisers and promoters
- Standard listing on www.shakespeare-country.co.uk/groups as above for Shakespeare Country Members for accommodation or attractions, activities, entertainment, retail and places to eat and drink. (website link not included)

Act Two

Includes the above benefits plus:

- Enhanced online advert on www.shakespeare-country.co.uk/groups as above for Shakespeare Country Members for accommodation or attractions, activities, entertainment, retail and places to eat and drink.
- Link to your website from www.shakespeare-country.co.uk/groups

Act Three

Includes the above benefits plus:

- Ability to showcase your business on the Shakespeare Country Groups website (www.shakespeare-country.co.uk/groups) with a photo gallery (up to 8 images) and video
- Opportunity to partner us at group travel shows through stand share and leaflet distribution

Rates for Shakespeare Country – Groups

For all businesses, the following rates apply:

Act	Annual Rate	Quarterly Rate
Act One	£50	£13
Act Two	£100	£26
Act Three	£125	£33

All prices are subject to VAT

Shakespeare Country – Conferences

As a member of Shakespeare Country, you have the opportunity to join our Conference & Events Bureau, and participate in conference and events marketing and promotion via the Bureau and the Shakespeare Country Conference & Events website
www.shakespeare-country.co.uk/conference&events

Act One

For accommodation businesses

- An entry on our conference enquiry and bookings system, for the opportunity to receive bookings from visitors attending conferences and events at venues in Shakespeare Country (commission charge applies).

Act Two

For both residential and non-residential conference venues

- Enhanced online advert on www.shakespeare-country.co.uk/conference as shown for Shakespeare Country Members for accommodation or attractions, activities, entertainment, retail and places to eat and drink.
- Conference enquiries from our Conference & Events Bureau
- Conference and events venue bookings – made through our Conference & Events Bureau (commission charge applies)
- Conference and events delegate bookings – made through our Conference & Events Bureau (commission charge applies)
- Opportunity to participate in conference and events marketing campaigns and activities

Act Three

For both residential and non-residential conference venues

Includes the above benefits plus:

- Ability to showcase your business on the Shakespeare Country website (www.shakespeare-country.co.uk/conference) with a photo gallery (up to 8 images) and video
- Priority listing through search feature on website
- Opportunity to partner us at conference shows through stand share and leaflet distribution
- Opportunity to host business tourism journalists and conference buyers

Rates for Shakespeare Country – Conferences

For all businesses, the following rates apply:

Act	Annual Rate	Quarterly Rate
Act One	£50	£13
Act Two	£500	£131
Act Three	£550	£144

All prices are subject to VAT

Terms and Conditions

RECITALS

(A) "Shakespeare Country" is the trading name of Shakespeare Country Tourism Ltd, whose registered office is at Olympus House, Olympus Avenue, Leamington Spa, Warwickshire CV34 6BF, registered in England under number 07248392, a private limited company, which is, in the business of arranging advertising listings and promotions for its Members on its promotional media.

(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) Subject to these Terms, Shakespeare Country agrees to provide the Services and any Member benefits as detailed in the "Shakespeare Country Members Document" which can be found on our website. The Shakespeare Country Members Document is subject to change from time to time at the discretion of Shakespeare Country and the changes will be carried out in accordance with clause 15.1.

1. INTERPRETATION

1.1 In these Terms (which expression includes the recital and any document specifically referred to and incorporated by reference to these Terms, including the Shakespeare Country Members Document) 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;

Booking Facilities: means any of the following: Guestlink Affiliates; Shakespeare Country Conference & Events Bureau; Tourist Information Centres; and/or any other booking facility that Shakespeare Country enters in to commercial arrangements with to provide the Members with the Services;

Commencement Date: means the date of commencement of the Membership, taken as the date of the online sign up or the date on the Shakespeare Country Members application form from which date the Services are to commence;

Conference Venue Booking: means a purchase by an individual/business and/or organisation which may or may not include an overnight stay via the Shakespeare Country Conference Bureau;

Default: means any breach of the obligations of a party (including but not limited to any breach of agreement) 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 12 months from the Commencement Date for the annual Membership scheme if the annual payment option is selected, or 3 months if the quarterly Membership and payment option is selected (online sign up only);

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 subject to these Terms and the Shakespeare Country Members' Document;

Member Intellectual Property: means the Intellectual Property Rights belonging to the Member;

New Vision Group: means the company that provides the Destination Management System, the technology used by Shakespeare Country to market the destination and its Members, and Guestlink and Guestlink+ Products, the interface used by businesses to update their records and promote their business.

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;

Terms: means these Membership Terms and Conditions and any document specifically referred to and incorporated by reference in these Terms.

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 importing 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 these Terms and any provision contained in any other document, the provisions of these Terms shall take precedence.

2. TERM

Following the Initial Term, and unless otherwise agreed between the parties and subject to payment being received by Shakespeare Country from the Member, the term shall continue, unless and until the Member gives not less than one 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 and shall prevail over any inconsistent terms or conditions contained, or referred to, in any document supplied to or by Shakespeare Country or implied by law, trade custom, practice or course of dealing.

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

The categories of Membership type vary and are set out in detail in the Shakespeare Country Members Document.

5. MEMBER OBLIGATIONS

5.1 During the Initial Term and any extension to it, the Member shall observe and comply with the following obligations:

5.1.1 **Advertising copy.** All website listings booked by any given deadline are to a standard acceptable to Shakespeare Country subject always to Shakespeare Country's approval of the text, sizes and positions.

5.1.2 **Copyright Clearance.** The Members own the Member Intellectual Property and confirm that they are authorized and adequately licensed to use any photographs, materials or maps supplied to Shakespeare Country for use in promotional material.

5.1.3 **Risk.** The Members acknowledge that all property, artwork, transparencies, scans and any other materials provided by the Members to Shakespeare Country are held by Shakespeare Country at the Members' risk and it has been advised to keep appropriate copies and, where appropriate, obtain insurance against such risk loss or damage howsoever occasioned.

5.1.4 **Written Instructions.** The Member shall give all instructions and requests to Shakespeare Country in writing which includes by email or via the Guestlink interface.

5.1.5 **Accommodation.** The Members must notify Shakespeare Country of all its accommodation and types. For example, 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 part of the Membership scheme.

5.1.6 **Availability.** The Member acknowledges and agrees to regularly update the availability of its rooms/properties via 'Guestlink'.

5.1.7 **Bookings.** The Member shall accept and honour all Accommodation Bookings subject to availability.

5.1.8 **Quality Grading.** The Members will participate in either the Visit Britain / Enjoy England Quality Assurance Scheme or the AA Quality Assurance Scheme and will do so for the Term.

6. SHAKESPEARE COUNTRY OBLIGATIONS

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

6.1.1 **Editing of Website Listing.** Shakespeare Country will edit, in consultation with the Member, any text which is too long for the listed size booked. If the Member is unavailable to give comment or assistance, Shakespeare Country reserves the right to make such editing decisions as it deems appropriate;

6.1.2 **Listing Position.** 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 the Booking Facilities.

6.1.4 Shakespeare Country shall provide the Services using reasonable skill and care.

7. MEMBER WARRANTIES

- 7.1 The Member warrants and acknowledges that:
- 7.1.1 any of its listings must:
- be legal, honest, accurate, and truthful and shall without limitation accurately represent and state the Members prices, standards, specifications, extra services and facilities available at the Accommodation (where they state facts).
 - be kept up to date, including but not limited to the prices applicable to the Accommodation or facilities;
 - be compliant with the British Codes of Advertising and Sales Promotion; and
 - comply with applicable law in the UK and in any country from which they are posted;
- 7.1.2 it has power to enter into these Terms and it has obtained all necessary approvals and consents to do so and has the power to grant to Shakespeare Country the rights granted under it;
- 7.1.3 is not under any disability, restriction or prohibition which might prevent it from performing or observing any of its obligations under these Terms; and
- 7.1.4 all third-party liabilities, including any liabilities to customers who have booked through the Booking Facilities shall be the sole responsibility of the Member and Shakespeare Country shall not incur any liability for these.

8. 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.

9. PAYMENT AND PAYMENT TERMS

- 9.1 All Shakespeare Country membership subscription payments are due on each renewal date of Membership before the expiry of the Initial Term unless terminated by the Member in accordance with clause 2 above. If the subscription is terminated during the Initial Term, Shakespeare Country shall not be obliged to make any refund of any subscription payment.
- 9.2 **Payment.** Members can make payment in two ways:
- 9.2.1 **Direct Debit:** A Direct Debit form must be completed when signing up for Shakespeare Country Members online. Direct debit payments will be calculated on or after the 10th of each month. Payments will then be taken approximately 10 days later.
- 9.2.2 **Cheques / BACS Transfers:** If applying for Shakespeare Country Membership using the paper form, a cheque for the full annual amount must be sent to New Vision Group with the application form. Thereafter, invoices will be prepared in accordance with the Online Statement on an annual basis, unless a Direct Debit form is completed and received. If you wish to pay on receipt of invoice there will be an administration fee of £3 +VAT per invoice. Cheques or BACS transfer's made within seven days of publishing of the online statement will be exempt from the administration charge.
- 9.3 **Payment Terms.**
- 9.3.1 If the Member elects to pay by invoice, each invoice shall be paid in full and in cleared funds within 30 days of receipt to a bank account nominated in writing by Shakespeare Country. Without prejudice to any other right or remedy that we may have, if the Member fails to pay on the due date, Shakespeare Country may:
- (a) charge interest on such sum from the due date for payment at the annual rate of 5% above the base lending rate from time to time of Lloyds TSB Bank, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and you will pay the interest immediately on demand; and
 - (b) remove any promotion of your business from Shakespeare Country websites, suspend the Services and restrict all other Members benefits until payment has been made in full.
- 9.3.2 Time for payment shall be of the essence. All sums payable shall become due immediately on termination or suspension in accordance with (b) above, despite any other provision in these Terms. This is without prejudice to any of our rights to claim for interest under the law, or any other right under these Terms.

- 9.3.3 Shakespeare Country may, without prejudice to any other rights it may have, set off any Members liability to Shakespeare Country against any of its liability to the Member.
- 9.4 All payments made by the Member under these Terms shall be made in full without any set-off or counter-claim whatever.

10. COMMISSION

- 10.1 The Member agrees to pay the Commission rate applicable to the Booking Facilities making the booking:
- 10.1.1 **Shakespeare Country website:** Accommodation Bookings are made via Guestlink+ Affiliates, and the commission rate applied will be notified on www.guestlink.co.uk
- 10.1.2 **Guestlink+ Affiliates:** the commission rate applied will be notified on www.guestlink.co.uk
- 10.1.3 **Shakespeare Country Conference & Events Bureau:** Conference Venue bookings will be subject to an 8% commission charge. Conference & Events delegate bookings will be made via Guestlink+ Affiliates, and the commission rate applied will be notified on www.guestlink.co.uk
- 10.1.4 **Tourist Information Centres:** bookings are made via the New Vision Destination Management System, and commission rates are set by the individual Tourist Information Centre, but are usually 10% of the value of the booking
- 10.2 The Member agrees to the payment terms applicable to the Booking Facilities making the booking.

11. LIABILITY

- 11.1 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, loss of management time and loss of goodwill or reputation) howsoever occasioned and whether foreseen or foreseeable whether by an error in any listing, late publication or failure from any cause whatsoever.
- 11.2 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:
- 11.2.1 any breach of these Terms; and
- 11.2.2 any representation, statement or tortuous act or omission (including negligence) arising under or in connection with these Terms.
- 11.3 Nothing in these Terms shall limit or exclude the liability of either party for:
- 11.3.1 death or personal injury resulting from negligence; or
- 11.3.2 fraud or fraudulent misrepresentation; or
- 11.3.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- 11.3.4 the indemnity contained in clause 9.
- 11.4 Subject to clause 11.1 and 11.3, 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 Membership fee.

12. DATA PROTECTION

- 12.1 Both the Member and Shakespeare Country shall perform their respective duties and obligations in accordance with and shall comply with the Data Protection Act 1998 and any regulations and/or requirements as in force from time to time.
- 12.2 As part of the Services Shakespeare Country collects data from Members and as we run websites in other countries, namely Japan, China and the USA, data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for one of our suppliers. By submitting data, including your personal data, you agree to this transfer, storing or processing. Shakespeare Country will take all steps reasonably necessary to ensure that your data is treated securely.
- 12.3 Where Shakespeare Country have given you (or where you have chosen) a password which enables you to access certain parts of the site, you are responsible for keeping this password confidential.
- 12.4 The transmission of information via the internet is not completely secure. Although Shakespeare Country does its best to protect your personal data, we cannot guarantee the security of your data

transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use reasonable procedures and security features to try to prevent unauthorised access.

13. INSPECTION

Shakespeare Country reserves the right to inspect any premises owned, operated or controlled by a Member and which is the subject of a listing on Shakespeare Country's website.

14. 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.

15. GENERAL

- 15.1 Shakespeare Country reserves the right to amend and/or update these Terms and Conditions and in particular the Shakespeare Country Members Document at any time and due notice of such changes will have been given to the Member if the changes are posted on Shakespeare Country's website.
- 15.2 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.
- 15.3 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.
- 15.4 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.
- 15.5 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 exclusive jurisdiction of the courts of England and Wales.
- 15.6 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.
- 15.7 The Member shall not divulge or allow to be divulged to any person any confidential information relating to the business or affairs of Shakespeare Country to which it may come in to contact with as a Member throughout the Term and for 3 years thereafter.