Partner Terms and Conditions

Listed below are the Pewsey Vale Tourism Partnership Terms and Conditions which apply to businesses joining as a Partner/Member.
The Pewsey Vale Tourism Partnership reserves the right to amend these Terms and Conditions from time to time, as necessary.
The Pewsey Vale Tourism Partnership is a partner-based organisation. Partner fees and benefits are outlined here:

- Businesses who have an involvement with or interest in tourism in the Pewsey Vale are welcome to join as a partner of The Pewsey Vale Tourism Partnership. This may include those businesses in adjacent areas, such as Hungerford, Marlborough, Tidworth and Devizes.
- Accommodation partners should either hold a valid quality assessment rating from either the AA or VisitEngland's Quality in Tourism (QIT) scheme or assessed under the Wiltshire Approved Scheme or have committed to the VisitWiltshire **Accommodation Charter** for the period of which the business is a partner.
- Attractions are encouraged to sign up to the Attractions Code of Conduct, or be partners of the Visitor Attraction Quality Assurance Service (VAQAS) for the period of which the business is a partner.
- All partners must abide by the law of the land, including provisions relating to Fire Regulations, Health & Safety, Environmental Health, Disability Discrimination, Planning etc.
- Partners are responsible for checking and maintaining the accuracy of their entries on the website (VisitPewseyVale.co.uk) throughout the year, as well as their entries in The Pewsey Vale Tourism Partnership publications and advising The Pewsey Vale Tourism Partnership of any required updates.
- The Pewsey Vale Tourism Partnership reserves the right to refuse or remove a business as a partner. This is particularly relevant subject to the reasons, should a partner's quality assessment be withdrawn. No refunds will be given in respect of partner fees already paid.

Customer Complaints Procedure
In the event of a customer complaint against a partner being received it will normally be dealt with by means of the procedure set out below:

1. For a complaint to be investigated it must be received in writing.
2. All written complaints will be recorded.
3. The Pewsey Vale Tourism Partnership will ask for the complainant's permission to pass on their complaint to the establishment concerned.
4. The Pewsey Vale Tourism Partnership will write to the complainant advising them that their complaint has been forwarded to the establishment concerned with a request that the establishment responds directly to the complainant within 10 working days.
5. The establishment concerned will be asked to send a copy of their reply to The Pewsey Vale Tourism Partnership.
6. If the complaint is not resolved and further action is requested, then the Pewsey Vale Tourism Partnership Committee will be asked to make a decision as to action to be taken. This may include passing all complaint correspondence to other organisations as appropriate, i.e. Quality in Tourism, AA, Fire Officer, Trading Standards, local planning department, environmental health.
7. If the complaint refers to issues such as potential breaches of health and safety or fire regulations, The Pewsey Vale Tourism Partnership will seek advice as to further action to be taken.
8. Where a business receives repeated complaints, or where the complaint received is of a serious nature in the view of the PVTP Chair and the Pewsey Vale Tourism Partnership

Committee, The Pewsey Vale Tourism Partnership reserves the right to refuse or remove a business as a partner of the Pewsey Vale Tourism Partnership without giving a reason.

Note: Customers are always encouraged to make their complaint at the time, direct to the business concerned.

Use of the Website

The Pewsey Vale Tourism Partnership takes no responsibility and assumes no liability for any content posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is The Pewsey Vale Tourism Partnership liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter.

The Pewsey Vale Tourism Partnership is not liable for any statements, representations or content provided by its users in any public forum, personal home page or other Interactive Area.

The Pewsey Vale Tourism Partnership reserves the right, and has absolute discretion, to remove, screen, translate or edit without notice any content posted or stored on this website at any time and for any reason, or to have such actions performed by third parties on its behalf.

If it is determined that you retain moral rights (including rights of attribution or integrity) in the Content, you hereby declare that (a) you do not require that any personally identifying information be used in connection with the Content, or any derivative works of or upgrades or updates thereto; (b) you have no objection to the publication, use, modification, deletion and exploitation of the Content by the Pewsey Vale Tourism Partnership or its licensees, successors and assigns; (c) you forever waive and agree not to claim or assert any entitlement to any and all moral rights of an author in any of the Content; and (d) you forever release the Pewsey Vale Tourism Partnership, and its licensees, successors and assigns, from any claims that you could otherwise assert against the Pewsey Vale Tourism Partnership by virtue of any such moral rights.

Liability Disclaimer

Please read this section carefully. This section limits the Pewsey Vale Tourism Partnership's liability to you for issues that may arise in connection with your use of this website. If you do not understand the terms in this section or elsewhere in the agreement, please consult a lawyer for clarification before accessing or using this website.

The information, software, products and services published on this website may include inaccuracies or errors, including reservation availability and pricing errors.

The Pewsey Vale Tourism Partnership does not guarantee the accuracy of, and disclaims all liability for, any errors or other inaccuracies relating to the information and description of products displayed on this website (including, without limitation, the pricing, availability, photographs, list of hotel or vacation rental property amenities, general product descriptions, reviews and ratings, etc.). In addition, the Pewsey Vale Tourism Partnership expressly reserves the right to correct any availability and pricing errors on our website and / or on pending reservations made under an incorrect price.

The Pewsey Vale Tourism Partnership makes no representations of any kind about the suitability of the information, software, products, and services contained on this website (site content) or any portion thereof for any purpose, and the inclusion or offering of any products or services on this website does not constitute any endorsement or recommendation of such products or services by The Pewsey Vale tourism Partnership. All such information, software, products, and services are provided "as is" without warranty of any kind. The Pewsey Vale Tourism Partnership disclaims all warranties, conditions, or other terms of any kind that this website, its servers or any email sent from The Pewsey Vale Tourism Partnership (or Pewsey Community Area Partnership), are free of viruses or other harmful components. To the maximum extent permitted under applicable law The Pewsey Vale Tourism Partnership hereby disclaims all warranties and conditions with regard to this

information, software, products, and services, including all implied warranties and conditions or terms of any kind as to merchantability, fitness for a particular purpose, title, quiet possession and non-infringement.

All Warranties
The Pewsey Vale Tourism Partnership also expressly disclaims any warranty, representation, or other term of any kind as to the accuracy or proprietary character of the site content.
Nothing in this agreement shall exclude or limit The Pewsey Vale Tourism Partnership's liability for (1) death or personal injury caused by negligence; (2) fraud; (3) fraudulent misstatement; (4) deliberate breach or gross negligence; (5)any other liability which cannot be excluded under applicable law.
The third-party suppliers providing hotel or vacation rental property information, travel or other service son this website are independent contractors and not agents or employees of The Pewsey Vale Tourism Partnership. The Pewsey Vale Tourism Partnership and Pewsey Community Area Partnership organisations are not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any such suppliers or for any personal injuries, death, property damage, or other damages or expenses resulting therefrom. The Pewsey Vale Tourism Partnership has no liability and will make no refund in the event to any delay, cancellation, overbooking, strike, force majeure or other causes beyond their direct control, and they have no responsibility for any additional expense, omissions, delays, re-routing or acts of any government or authority.

Subject to the foregoing, you use this website at your own risk and in no event shall The Pewsey Vale Tourism Partnership or Pewsey Community Area Partnership (or its officers, directors and affiliates) be liable for any direct, indirect, punitive, incidental, special, or consequential losses or damages or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption of any type arising out of, or in any way connected with, your access to, display of or use of this website or with the delay or inability to access, display or use this website (including, but not limited to, your reliance upon reviews and opinions appearing on this website; any computer viruses, information, software, linked sites, products, and services obtained through this website; or otherwise arising out of the access to, display of or use of this website) whether based on a theory of negligence, contract, tort, strict liability, or otherwise, and even if The Pewsey Vale Tourism Partnership has been advised of the possibility of such damages.
These terms and conditions and foregoing liability disclaimer do not affect mandatory legal rights that cannot be excluded under applicable law.

INDEMNIFICATION

You agree to defend and indemnify The Pewsey Vale Tourism Partnership and its affiliates and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of:

- (i) your breach of this Agreement or the documents referenced herein;
- (ii) your violation of any law or the rights of a third party; or
- (iii) your use of this Website.

LINKS TO THIRD-PARTY SITES

This Website may contain hyperlinks to websites operated by parties other than the Pewsey Vale Tourism Partnership. Such hyperlinks are provided for your reference only. We do not control such websites and are not responsible for their contents or the privacy or other practices of such websites. Further, it is up to you to take precautions to ensure that whatever links you select or software you download (whether from this website or other websites) is free of such items as viruses, worms, trojan horses, defects and other items of a destructive nature. Our inclusion of hyperlinks to such websites does not imply any endorsement of the material on such websites or any association with their operators. In some cases you may be asked by a third party site to link your profile on the Pewsey Vale Tourism Partnership to a profile on another third party site. Choosing to do so is purely optional, and the decision to allow this information to be linked can be disabled (with the third party site) at any time.

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The Pewsey Vale Tourism Partnership is not responsible for content on websites operated by parties other than The Pewsey Vale Tourism Partnership.
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Notice and Take-Down Policy for illegal content

The Pewsey Vale Tourism Partnership operates on a "notice and takedown" basis. If you have any complaints or objections to material or content including User Messages posted on this Website, or if you believe that material or content posted on this Website infringes a copyright that you hold, please contact us. Once this procedure has been followed The Pewsey Vale Tourism Partnership will make all reasonable endeavours to remove illegal content within a reasonable time.

Modifications

The Pewsey Vale Tourism Partnership may change, add or delete these Terms and Conditions or any portion thereof from time to time in its sole discretion where it deems it necessary for legal, general regulatory and technical purposes, or due to changes in the services provided or nature or layout of the Website. Thereafter, you expressly agree to be bound by any such amended Terms and Conditions.
The Pewsey Vale Tourism Partnership may change, suspend or discontinue any aspect of The Pewsey Vale Tourism Partnership service at any time, including availability of any feature, database or content. The Pewsey Vale Tourism Partnership may also impose limits on certain features and services or restrict your access to all or parts of the Website or any other The Pewsey Vale Tourism Partnership web site without notice or liability for technical or security reasons, to prevent against unauthorised access, loss of, or destruction of data or where we consider in our sole discretion that you are in breach of any provision of these Terms and Conditions or of any law or regulation and where it decides to discontinue providing a service.

Your continued use of The Pewsey Vale Tourism Partnership and Visit Pewsey Vale, or following the posting of any such notice of any changes, will indicate acceptance by you of such modifications.

GENERAL PROVISIONS

Our performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement limits our right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of this Website or information provided to or gathered by us with respect to such use. To the extent allowed by applicable law, you agree that you will bring any claim or cause of action arising from or relating to your access or use of this Website within two (2) years from the date on which such claim or action arose or accrued or such claim or cause of action will be irrevocably waived.

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remaining provisions in the Agreement shall continue in effect.

This Agreement (and any other terms and conditions referenced herein) constitutes the entire agreement between you and The Pewsey Vale Tourism Partnership with respect to this Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the customer and The Pewsey Vale Tourism Partnership with respect to this Website. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

These Terms and Conditions are available in the language of the Website. The specific Terms and Conditions under to which you signify your agreement will not be individually stored by The Pewsey Vale Tourism Partnership.

The Website may not always be updated on a periodic or regular basis and consequently is not required to register as editorial product under any relevant law.

Fictitious names of companies, products, people, characters, and/or data mentioned on this Website are not intended to represent any real individual, company, product, or event.

Any rights not expressly granted herein are reserved.

MEMBERSHIP

The membership fee is payable annually. All memberships are renewed at a common date of 31st July. Anyone joining between July and the end of April will pay the full fee for the remainder of the current year. Anyone joining between April and July will pay the full fee to cover the remainder of the current year plus the following year (effectively getting a few months free of charge).

Memberships are not transferrable – this means that if a business is sold or passed to new ownership, the business must rejoin the Partnership.

The benefits of membership are maintained in a Benefits of Membership document, available on request from the Pewsey Vale Tourism Partnership.