

Visit Mourne Contributor Agreement

This agreement sets out the terms and conditions for how we use your information on visitmournemountains.co.uk ("the Site") and governs distribution of such information to third parties. In addition to this agreement Newry, Mourne and Down District Council and you will be bound by the Terms and Conditions of Use of the Site and you will be bound by the [Terms and Conditions of Use of discovernorthernireland.com website](http://discovernorthernireland.com).

Holiday makers at home and abroad trust Visit Mourne (the trading name of Newry, Mourne and Down Tourism) and the Site to provide them with exciting, relevant, timely and accurate information to help plan their holiday in the Newry, Mourne and Down District Council area.

We greatly value your input to help ensure the needs of our collective visitors are met. Adherence to this agreement will help to improve the quality of information we provide to visitors on your behalf.

As an operator you must agree to and comply with the following terms:

Essential Terms

In order to provide the potential visitor with the relevant information, Newry, Mourne and Down District Council and Visit Mourne (hereinafter collectively referred to as "Visit Mourne") requires all entries on the Site to comply with the following terms and conditions:

- If you are an accommodation business, you must be registered with Tourism NI and certified to trade in Northern Ireland.
- Non-accommodation businesses must be operational in Northern Ireland.
- The business or event shown must permit public access to the event, accommodation or attraction and if the entry relates to an attraction provide visitor interpretation.
- The Business shown shall on the website must be open regularly including one day in the weekend (including seasonal periods).
- The Business shown shall be available for visitors to contact by email and telephone.

- Your business must comply with all applicable planning, tax, insurance (including public liability insurance), transportation (including licensing), safety, consumer protection and other legal and regulatory requirements. For the avoidance of doubt compliance with this clause shall be your sole responsibility and Visit Mourne or Newry, Mourne and Down District Council shall have no liability in respect of same.
- No content will be accepted if in Newry, Mourne and Down District Council's sole opinion it could be held to discriminate, or cause offence and such content may include but not be limited to any reference that could be considered discriminatory on the basis of gender, marital status, family status, sexual orientation, religion, age, disability or race. Content must be relevant to the Newry, Mourne and Down District Council District Area, accurately describe the offering and the supplier in turn should promote Visit Mourne and www.visitmournemountains.co.uk as a link from their website.



In addition to the above, the following types of content must also comply with the requirements set out beside each entry type:

- **Activities must:** Be accredited or meet ORNI's (Outdoor Recreation Northern Ireland) minimum standards or be Tourism Northern Ireland brand approved;
 - Any instructor responsible for taking a group or individual on an activity promoted via Visit Mourne or ORNI will have the minimum qualification and adhere to the instructor / student ratio as required by the relevant governing / accreditation body (e.g. British Association of Rally Schools / Royal Yachting Association). For those activities which do not have a National Governing Body or qualification structure the instructor has underwent comprehensive in-house training.
- **Mountain Bike Trails:** Trails should be colour graded by difficulty e.g. green, blue, etc. and only be suitable for use by Mountain Bikes. Multi use trails can be listed under cycling.
- **Walks / Walking Routes:** Walking routes and paths will be included if:
 - Assessed as a Quality Walk by ORNI; or
 - Path/walk way is maintained by local authority, government agency or a registered charity.
- **Cycle Trails and Routes:** Trails and paths must be maintained by local authority, government agency or registered charity.
- **Canoe Trails:** Only those developed and designed by ORNI will be listed.
- **Pubs/Night Clubs:** Must be appropriately licensed under the Licensing (Northern

Ireland) Order 1996 and any amending or subsequent registration.

- **Restaurants/cafes:** Must be Food Standards Agency (FSA) Grade 3 and above
- **Spa facilities:** Must include; treatment rooms, cater for groups of 2 or more, offer tailored pamper packages and have a Steam room or Sauna.
- **Open Farms:** Adhere to the Welfare of Animals Act NI 2011 and the codes of practice within this, these can be found by clicking <https://www.daera-ni.gov.uk/articles/farmed-and-non-farmed-animal-welfare> and Health and Safety guidelines on Open Farms, these can be found by clicking <https://www.hseni.gov.uk/articles/open-farms>.

- **Tours:** Tours may be added as an entry on the Website. Any person wishing to add a tour to the website must also answer the following questions on the submission form:
 - Does the content of the tour refer to 'The Troubles'?

and/or

- Could any content of the tour be considered political?
- Businesses which answer yes to the above questions may be contacted by Visit Mourne for additional information. Visit Mourne and Newry, Mourne and Down District Council aims to ensure that content published on the Site is not deemed to discriminate or cause offence.

For the avoidance of doubt ensuring that your entry complies with the above requirements shall be your sole responsibility. Visit Mourne reserves the right to remove your entry if it does not comply the requirements set out beside each category above.

To make sure the visitor gets the information they need about your business all operators must commit to:

- Provide good quality high resolution landscape orientation photographs in JPEG format, showing the product and experience. Photo must be High Resolution (minimum file size of 1mb) - up to 9 can be provided. All necessary permission must be received from persons captured in the images, models and venues.
- Provide good quality short description or teasers that makes someone want to learn more about your business.
- Provide good quality descriptive web copy, outlining the:
 - experience offered to visitors
 - booking procedures
 - and if a tour where the start/pick up point is
- Up to date contact details so people can get in touch with you via email and telephone.
- Update the content annually*. A good listing is a great way to promote your business online so it's important that you keep your content up-to-date and accurate. At any time you can access your listing to update the content via the 'Product Owner' link at the bottom of the Visit Mourne website.

*If the entry is not updated annually it will be unpublished until confirmation is received from you that the information currently held is accurate.

**Copyright of your listing
(intellectual property rights)**

When you accept the terms and conditions in this Agreement, you provide us with a licence to use your listing to promote your business on the Site, the Discover Northern Ireland Website and on Visit Mourne online social channels and in printed material. By accepting the terms and conditions in this agreement you confirm that you own the copyright or that you have permission from the owner of the intellectual property used in your entry / listing to use any content you send us, including text, photographs and videos and you confirm that use of such material does not infringe any third party rights.

Sharing your listing (syndication)

By accepting the terms and conditions of this Agreement, you give us permission to share your listing and associated images with Tourism Northern Ireland and other organisations approved by Visit Mourne in its sole discretion so that your business can gain a bigger audience.

User generated content

Visit Mourne and any syndication partners to whom Visit Mourne may share your listing in accordance with "*Sharing your Listing*" may allow users to post comments and opinions about the content on their websites, which may include your listing. This 'user generated content' is extremely popular with holiday makers and its word-of-mouth nature can be hugely beneficial to your business. By accepting these conditions you hereby give Visit Mourne permission to the

“Sharing your Listing” function being switched on in relating to your entry on the Visit Mourne Website or that of any syndication partners to whom Visit Mourne may share your listing.

Editorial Rights on Content

Visit Mourne reserves the right at all times to edit the content you send us to fit our editorial guidelines, which we have developed to get the most from online listings.

When Visit Mourne will Contact you

Visit Mourne may use your details to contact you for the following purposes:

- If updates to your entry are required
- If we need to discuss the content on your entry
- To invite you to add an offer
- If there are any changes to this agreement
- To advise you of new opportunities on the Site

Complaints

We are committed to providing high-quality listings to the Site users, so if we receive a complaint about your listing that we think could be valid, we must take it seriously. First, we will contact you and give you an opportunity to respond. In the interim, we may take your listing down while we investigate the issue. When we reach a final decision, we will either re-publish your listing or remove it from our systems and contact you to explain why.

Your Account and Password

In order to request an entry on the Visit Mourne Website you will be required to create an account. You will be provided with, a user identification code, and password as part of our security procedures, you must treat such information as confidential. You must not disclose your user identification code and password to any third party. Newry, Mourne and Down District Council have the right to disable any user identification code or password whether chosen by you or allocated by us, at any time, if in Newry, Mourne and Down District Council’s reasonable opinion you have failed to comply with any of the provisions of this contributors’ agreement. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us.

Uploading of entries

The Decision as to whether any entry is uploaded onto the Site lies solely with Newry, Mourne and Down District Council and Council does not accept any liability whatsoever in respect of any decision not to upload any entry request made by you. Newry, Mourne and Down District Council may ask you to amend any entry prior to it being uploaded onto the website. It is your responsibility to ensure the accuracy of the information within the request for an entry and to check the entry once it has been uploaded onto the Site. Newry, Mourne and Down District Council does not accept any liability in respect of any errors, omissions or inaccuracies in the material uploaded onto the Visit Mourne Website.

Insurance and Indemnity

To effect and maintain public liability insurance for a minimum sum of £5 million (or as otherwise revised by the Council) in relation to any one occurrence in respect of activity or the Service

promoted with a reputable UK insurance company and to provide a copy of same to Council upon request.

Under no circumstances shall Newry, Mourne and Down District Council be liable to you or any third party for any reason relating to this agreement. Newry, Mourne and Down District Council shall have no liability for any loss or damage sustained by you or any third party in relation to the uploaded entry or the service, activity or event advertised and you hereby agree to keep Newry, Mourne and Down District Council fully indemnified from and against all actions, proceedings, claims, demands, losses, costs, expenses, damages, and liability arising directly or indirectly from:

- (a) breach by you of the terms of this agreement and the Terms and Conditions of Use of the Site.
- (b) the upload of the listing based upon the request for upload provided by you to include any inaccuracies in the information provided by you or the breach of any intellectual property rights.

Removal from Website

All listings which are event specific will be removed from the Site after the event or event dates.

Visit Mourne / Newry, Mourne and Down District Council reserves the right at any time and at its sole discretion to remove your listing from the Site if your listing is deemed to not meet these terms and conditions, you are deemed not to be complying with any other Visit Mourne terms and conditions or a complaint has been received. Visit Mourne will contact you to explain why a listing has been removed.

Acceptance

You are deemed to accept the terms and conditions set out in this agreement upon returning a completed submission form to Visit Mourne in respect of your entry.

Website: www.visitmournemountains.co.uk

Email: visitorservices@nmandd.org

Facebook: [@visitmournemountains](https://www.facebook.com/visitmournemountains)

Instagram [@visitmourne](https://www.instagram.com/visitmourne)

Twitter: [@visitmourne](https://twitter.com/visitmourne)

#VisitMourne