

This agreement sets out the terms and conditions for how we use your information on www.discovernorthernireland.com (“the Site”) and governs distribution of such information to third parties.

Holiday makers at home and abroad trust Tourism NI (the trading name of the Northern Ireland Tourist Board) and the Site to provide them with exciting, relevant, timely and accurate information to help plan their holiday in Northern Ireland.

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 the following terms:

Essential Terms

In order to provide the potential visitor with the relevant information, Tourism Northern Ireland requires all entries on the Site to comply with the following terms and conditions:

- If you are an accommodation business, you must be registered and certified to trade in Northern Ireland.
- Non-accommodation businesses must be operational in Northern Ireland.
- Have public access (and visitor interpretation if an attraction).
- Be open regularly including one day in the weekend (including seasonal periods).
- 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 which for the avoidance of doubt shall be your sole responsibility and Tourism NI shall have no liability in respect of same.

• No content will be accepted if in Tourism NI’s sole discretion 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.

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;
 - Any instructor responsible for taking a group or individual on an activity promoted via Tourism Northern Ireland 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.
 - The organisation holds at least £5 million public liability insurance cover for the activities promoted.

• **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 and a hospitality-led establishment.

• **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 [here](#) and Health and Safety guidelines on Open Farms, these can be found [here](#).

• **Tours:** Tours will be included and those who provide tours 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 Tourism NI for additional information. Tourism NI 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. Tourism NI 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 (up to 9 can be provided).
- 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 e-mail 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.

*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, other Tourism NI's promotional websites 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 in your 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 other organisations approved by Tourism NI in its sole discretion so that your business can gain a bigger audience.

User generated content

Tourism NI and any syndication partners to whom Tourism NI 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.

Editorial Rights on Content

Tourism NI 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 Tourism NI will Contact you

Tourism NI 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 discovernorthernireland.com

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.

Removal from Website

Tourism NI 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 Tourism NI terms and conditions or a complaint has been received. Tourism NI 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 Tourism NI in respect of your entry.



**tourism
northernireland**

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