



VisitEngland™

For office use only

Staff

Initials

# National Quality Assessment Scheme Taste

## Establishment details

Establishment name:

Full postal address:

Postcode:

Tel no:

Email:

Website:

Twitter:

## Primary Contact details (If different from above)

Title:  Name:

Company name (If applicable):

Full postal address:

Postcode:

Tel no:

Email:

Mobile:

## Ownership details

Are you a new owner: Yes  No

(if yes) Did the property have a VisitEngland rating under the previous owner? Yes  No

## Establishment type:

Cafe  Restaurant  Pub/Inn

International Restaurant  Fine Dining  Food Outlet

Please fill out the section relevant to your accommodation

**Refer a friend-** Please note below the name of the establishment and postcode that referred you to the scheme.

Establishment name and postcode:

## Prices (Including VAT)

- £181.91 / 3 course meal price is £19.99 or under.
- £238.37 / 3 course meal price is higher £20.00.
- Hotels/Guest Accommodations already part of the VisitEngland star rating scheme - £181.91

Where circumstances exist where greater cost is involved i.e. minimum of 2 people, or entry fees or meal price is in excess of £50, expenses would need to be refunded.

Please contact a customer service advisor prior to payment to confirm the total fee and receive an invoice number.

Please TICK method of payment.

BACS  Card  Cheque  Direct Debit

Total Fee (Incl VAT) £

## Declaration

I/We wish to participate in the VisitEngland National Quality Assessment Scheme. I/We understand that granting and subsequent use of the national ratings are conditional upon:

- The property continuing to comply with the VisitEngland conditions for participation.
- The property continuing to meet the criteria of the rating(s) granted.
- The payment of an initial Joining Fee and an appropriate Annual Participation Fee.

I/We understand that VisitEngland has the right to refuse to accept my/our application and to require us to cease using, in any form whatsoever, the national rating granted to us. Participation fees are set annually. I/We understand that all Joining and Participation Fees are non-refundable. I/We have read the legal statement and hereby confirm that I/we understand and accept all these terms and conditions.

I/We understand that a VisitEngland rating must not be used until written confirmation has been received.

Please sign overleaf

Name (BLOCK CAPITALS) ..... Signature & Date .....

Restrictions on use of information (please refer to the 'Terms and Conditions for Use of Information')

- The Tourism Promoters sometimes make their data available to carefully selected organisations whose products and services may be of interest to you. Please tick if you consent to your data being passed on in this way.
- The Tourism Promoters sometimes make their data available to carefully selected organisations for inclusion in tourism related publications and websites for the purpose of providing you with potential additional customers and/or sales leads. Please tick if you consent to your data being distributed in this way.
- If you consent to the Tourism Promoters passing the data you have supplied to persons and/or organisations located outside the European Economic Area, please tick this box.
- VisitEngland may sometimes wish to contact you regarding products and services which may be of interest. If you do NOT wish VisitEngland to contact you please tick this box.

## I. Terms & Conditions

- In these National Quality Assessment Scheme Terms & Conditions, "VisitEngland" means VisitEngland (incorporated under The Development of Tourism Act 1969 as the British Tourist Authority) of 151 Buckingham Palace Road, London SW1W 9SZ, acting through its agent AA Media Limited of Grove House, Lutyens Close, Chineham Court, Basingstoke, RG24 8AG; and "Applicant" means the person who applies to have a property assessed by VisitEngland and the "Property" means the accommodation, visitor attraction or other tourism business which is to be assessed as set out in the Application Form.
- This "Agreement" shall include these Terms and Conditions, the Application Form, Code of Conduct and Privacy Notice.

### Term and Payment

1. The Applicant is required to pay a joining fee and an annual participation fee (the "Fees"), and agrees that the Fees, however payable, whether made in one payment or by direct debit, are non-refundable by VisitEngland, and relate to and are payable for the VisitEngland national quality assessment scheme participation, services and benefits that the Applicant and Property receive throughout the applicable participation year.
2. The VisitEngland national quality assessment scheme participation year runs from 1st April to 31st March of the following year. Renewal dates for Applicants signing up mid-year will be confirmed by VisitEngland on receipt of the application.
3. VisitEngland national quality assessment scheme participation will automatically renew on 1st April of each participation year and an invoice for the participation fee will be despatched accordingly, unless VisitEngland receives at least 28 days' notice in writing from the Applicant that they no longer wish to participate in the VisitEngland national quality assessment scheme before 1st April of the participation year.
4. All Fees are payable within 14 days. VisitEngland shall be entitled to charge interest on any overdue sum from the date when payment is due until the date of actual payment (as well after as before judgement) at a rate per annum of 4% above the base rate from time to time of Barclays Bank Plc. Such interest shall accrue from day to day and shall be paid subject to any withholding tax.

### Services

5. Once VisitEngland has received the non-refundable joining fee and annual participation fee, VisitEngland will complete an assessment of the Property. VisitEngland will complete either an overnight or daytime assessment of the Property, as applicable.
6. The Applicant agrees that the Property will be assessed either annually or on a regular basis, as agreed with VisitEngland, for the purpose of awarding or re-awarding a VisitEngland star rating and/or other VisitEngland accreditation or awards.
7. VisitEngland will award a star rating and/or other VisitEngland accreditation or awards if the Property meets or exceeds the VisitEngland minimum entry requirements of the relevant national quality assessment scheme.
8. The Applicant undertakes to comply with the relevant VisitEngland Code of Conduct or the VisitEngland National Code of Practice for Visitor Attractions.
9. Upon confirmation of a VisitEngland star rating and/or VisitEngland accreditation or award, the Applicant will become eligible to display the relevant VisitEngland Quality Marque on any printed or electronic media and on VisitEngland plaques at the Property itself.
10. The Applicant warrants that any information provided by itself, its agents or representative to VisitEngland in relation to or in connection with the Property is accurate and that it will notify VisitEngland promptly of any changes to such information.
11. The Applicant gives permission to VisitEngland or its representatives to enter the Property at any time to take and create photographs of the Property. The copyright and all other intellectual property rights, title and interest in and in respect of such photographs shall vest in VisitEngland.

### General

12. In the event of complaints made to VisitEngland about a Property, the Applicant will allow access to authorised representatives of VisitEngland for the purposes of investigating the complaint.
13. VisitEngland may amend or withdraw any VisitEngland star rating or VisitEngland accreditation or award from a Property at any time. Notice will be provided to the Applicant in writing.
14. In the event that VisitEngland amend or withdraw a VisitEngland star rating or VisitEngland accreditation award from a Property, the Applicant will ensure that this is promptly and accurately reflected on any printed or electronic media and on VisitEngland plaques at the Property itself.
15. VisitEngland may terminate the Agreement at any time by giving at least 30 days' notice in writing to the Applicant.
16. On termination of participation, howsoever caused, the Applicant shall immediately, and no later than within 28 days, at the Applicant's own expense, remove all references to the VisitEngland star rating and any VisitEngland accreditation or awards from all printed and electronic media, including websites promoting the Property and all other media channels utilised by the Applicant to promote the Property, and remove all plaques displaying the VisitEngland logo (the "Materials") from the Property itself and return to VisitEngland's sign manufacturer, Alpen Signs, Central House, Marlow Road, Leicester LE3 2BQ. If, after 28 days following termination of the VisitEngland recognition for the Property, the Applicant has not complied with its obligations to removal of signage, the Applicant shall allow the employees, agents or representatives of VisitEngland such access as they require to the Property to remove all signs displaying the VisitEngland logo displayed at the Property. The Applicant shall pay to VisitEngland all costs and expenses thereby incurred.  
If a Property is to be sold and the new owner does not wish to continue participation

in the VisitEngland national quality assessment scheme, or if the method of operation is to be changed, the existing rating, accreditation or awards cannot be transferred. The VisitEngland star rating and any VisitEngland accreditation or awards will be withdrawn and participation will be terminated immediately.

17. If a Property is to be sold as a going concern and the method of operation will not change, the rating, accreditation or award may be continued under the following circumstances:
  - a. The outgoing Applicant has made all payments due to date for the current participation year. If payment is made by direct debit, this should remain active until the change of ownership process is complete; and
  - b. The outgoing Applicant provides VisitEngland with forwarding details for themselves, along with full contact details for the incoming owners and the expected completion/transfer date; and
  - c. The incoming owners apply and pay for participation in the VisitEngland national quality assessment scheme within 28 days of the completion/transfer date.
18. Any Applicant or Property disqualified from the VisitEngland national quality assessment schemes for whatever reason will not be allowed to re-join for a minimum period of one year from the date of disqualification. Re-application at an earlier stage may be considered by VisitEngland where it is felt special circumstances apply. In all cases acceptance of reapplication will be at the sole discretion of VisitEngland. Application to re-join the scheme will always incur an additional fee. If disqualification was on the basis of quality or the level of complaints, then it must be demonstrated that the areas of concern have been addressed. This may be done in the form of an advisory visit by a VisitEngland representative, for which an additional charge is likely to be made.
19. The Applicant shall have in place adequate procedures designed to prevent any person working for or engaged by the Applicant or any other third party in any way connected to this Agreement, from engaging in any activity, practice or conduct which would infringe any anti-bribery and anti-corruption laws, regulations and codes, including but not limited to the Bribery Act 2010, as may be amended or replaced from time to time. Breach of this Clause shall entitle VisitEngland to terminate this agreement by written notice with immediate effect.\
20. Any Material or equipment provided by VisitEngland to the Applicant for the performance of the Agreement will remain the property of VisitEngland and all intellectual property rights in such Material will remain vested in VisitEngland and the Applicant agrees that it shall return all such Material and equipment in good condition to VisitEngland on demand or upon the termination or expiry of this Agreement.
21. Except for VisitEngland's assignment to the AA, no party may assign, subcontract or encumber any right or obligation under this Agreement, in whole or in part, without the other party's prior written consent.
22. The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.
23. If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected and shall continue in full force and effect.
24. No failure, delay or omission by VisitEngland in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
25. The Applicant shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with this Agreement.
26. The Applicant shall indemnify, and keep indemnified, VisitEngland from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Applicant as a result of or in connection with the Applicant's breach of any of the Applicant's obligations under this Agreement.
27. The Applicant warrants that it is fully entitled and authorised to enter into this Agreement with VisitEngland and, in particular, that any licence it grants to VisitEngland does not infringe any third party rights. The Applicant hereby agrees to indemnify VisitEngland against all losses, costs, expenses, damages or claims resulting from the Applicant's breach of these terms and conditions or of any warranty given hereunder by the Applicant.
28. The Applicant hereby grants to VisitEngland the right to use and to allow other relevant people to use all data and information including photographs that are provided by the Applicant for all relevant purposes and media under this Agreement. The Applicant warrants that they are entitled to grant these rights.
29. Without prejudice to clause 30 and subject to clause 31 below VisitEngland's liability to the Applicant hereunder with regard to any claim or series of connected claims, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, shall be limited to the amount of the Fees paid by the Applicant to VisitEngland with respect to the Property concerned for the period during which the incident or series of connected incidents giving rise to liability occurred.
30. In no circumstances shall VisitEngland be liable in contract, tort (including negligence or breach of statutory duty) or otherwise, howsoever caused, i) for any increased costs or expenses of ii) for any loss of profit, business, contracts, revenues or anticipated savings

- Nothing in these terms and conditions shall, or shall be deemed to exclude VisitEngland's liability for death or personal injury resulting from negligence as defined in Section 1 of the Unfair Contract Terms Act 1977.
- The Applicant shall keep confidential all confidential information of VisitEngland and of any of its agents and shall only use the confidential information as required to perform the Agreement.
- If there is a conflict between the terms contained in the Application Form, these Terms and Conditions or the Code of Conduct, the terms of these Terms and Conditions shall prevail.
- This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with the Agreement.

## II. Code of Conduct

You agree to comply with the following VisitEngland Code of Conduct (whichever applicable to your business):

### Accommodation Schemes

Prior to booking:

- To describe accurately in any advertisement, brochure, or other printed or electronic media, the facilities and services provided.
- To make clear to guests in print, in electronic media and on the telephone exactly what is included in all prices quoted for accommodation, including taxes and any other surcharges. Details of charges for additional services/facilities should also be made clear, for example breakfast, leisure etc.
- To anticipate the needs of disabled guests and make reasonable adjustments to improve the premises and business practices.
- To make available an Accessibility Guide describing the accessibility aspects of the accommodation.
- To allow guests to view the accommodation prior to booking if requested.

At the time of booking:

- To clearly describe the cancellation policy to guests i.e. by telephone, fax, internet/ email as well as in any printed information given to guests.
- To adhere to and not to exceed prices quoted at the time of booking for accommodation and other services.
- To make clear to guests if the accommodation offered is in an unconnected annex or similar, and to indicate the location of such accommodation and any difference in comfort and/or amenities from accommodation in the establishment.

On arrival:

- To welcome all guests courteously and without discrimination in relation to age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation (Equality Act 2010).

During the stay:

- To maintain standards of guest care, cleanliness and service appropriate to the type of establishment.
- To deal promptly and courteously with all enquiries, requests, bookings and correspondence from guests.
- To ensure complaint handling procedures are in place and that complaints received are investigated promptly and courteously and that the outcome is communicated to the guest.

On departure:

- To give each guest, on request, details of payments due and a receipt, if required/ requested.

General:

- To ensure the accommodation is prepared for the arrival of guests at all times when the establishment is advertised as open.
- To advise guests, at any time prior to their stay, if there are any changes in what has been booked.
- To have a complaints handling procedure in place to deal promptly and fairly with all guest complaints.
- To hold current public liability insurance and to comply with all relevant statutory obligations including legislation applicable to fire, health and safety, planning and food safety.
- To allow VisitEngland representatives reasonable access to the establishment, on request, to confirm that the Code of Conduct is being observed or in order to investigate any complaint of a serious nature notified to them.
- When a business is sold or ceases to trade, every effort should be made to inform VisitEngland.

### Pub Scheme

- To welcome all guests courteously and without discrimination in relation to age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation (Equality Act 2010).
- To maintain standards of customer care, cleanliness and service appropriate to the

style of the operation.

- To deal promptly and courteously with all enquiries, requests, bookings and correspondence from customers.
- To ensure complaint handling procedures are in place and that complaints received are investigated promptly and courteously and that the outcome is communicated to the guest.
- To give due consideration to guests with accessibility requirements and to make suitable provision where applicable.
- To make available an Accessibility Guide describing the accessibility aspects of the pub.
- To hold current public liability insurance and to comply with all relevant statutory obligations including legislation applicable to fire, health and safety, planning and food safety.
- To allow VisitEngland representatives reasonable access to the establishment, on request, to confirm that the Code of Conduct is being observed or in order to investigate any complaint of a serious nature notified to them.
- When a business is sold or ceases to trade, every effort should be made to inform VisitEngland.

### Visitor Attraction Scheme

- To provide in promotional materials an accurate description of the amenities, facilities and services of the attraction.
- To indicate on all such promotional materials any requirements for pre-booking and any significant restrictions on entry.
- To welcome all visitors courteously and without discrimination in relation to age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation (Equality Act 2010).
- To anticipate the needs of disabled visitors and make reasonable adjustments to improve the premises and business practices.
- To make available an Accessibility Guide describing the accessibility aspects of a visit to the attraction.
- To describe accurately and display clearly:

a. Any charges for entry including service charges and taxes where applicable and any additional charges for individual attractions or special exhibitions.

b. Dates and hours of operation, both opening and closing.

- To provide in promotional materials for visitor enquiries a postal address, an email address, a telephone number and a website address from which the details information specified in 1, 2, 3 and 4 can be obtained.
- To hold a current public liability insurance policy or comparable government indemnity, and to comply with all applicable planning, health, safety, fire and other statutory requirements and regulations.
- To provide signage and orientation information as appropriate to the attraction to assist visitors in understanding and enjoying the attraction.
- To consider the needs of visitors for whom English is not their first language and, as appropriate to the attraction, to make arrangements that enable them to be adequately informed to enjoy their visit.
- To manage the attraction in such a way as to ensure visitor safety, comfort and service by sustaining a high standard of maintenance, customer care, courtesy and cleanliness.
- To ensure that all staff who meet visitors can provide information and guidance about the attraction, and are readily distinguishable as staff, whether employees or volunteers.
- To have regard to the need to manage and operate the attraction in a sustainable way.
- To provide, as appropriate to the nature, scale and location of the attraction, coach, car, motorcycle and bicycle parking, adequate toilets, and catering facilities. If any of these requirements cannot be made available on site, to provide information at appropriate points on where they can be found locally.
- To deal promptly and courteously with all enquiries, requests, reservations, correspondence and comments from visitors and try to resolve any complaints on site at the time of the visit.
- To provide a facility on site for comments to be recorded and to advise clearly the name and contact details (address, telephone and email) of the person to whom comments by visitors should be addressed.

To display the National Code of Practice Certificate prominently in the Property.

### III. PRIVACY NOTICE

We ask that you read this privacy notice in conjunction with our Privacy Policy available on our website carefully as it contains important information on who we are, how and why we collect, store, use and share personal information, your rights in relation to your personal information and on how to contact us and supervisory authorities in the event you have a complaint.

#### Who we are

The British Tourist Authority ("VisitEngland", "we", "us" or "our"), a statutory body incorporated under the Development of Tourism Act 1969, with its offices at 151 Buckingham Palace Road, London SW1W 9SZ, acting through our agents AA Media Limited of Grove House, Lutyens Close, Chineham Court, Basingstoke, RG24 8AG.

#### The personal information we collect and use

##### *Information collected by us*

In the course of providing the services under the National Quality Assessment Scheme we collect the following personal information when you provide it to us:

- names of persons placing orders, delivery address and other categories of personal data as set out in our [Privacy Policy](#);

##### Information collected from other sources

We also obtain personal information from other sources as set out in our Privacy Policy.

##### How we use your personal information

We use your personal information to perform our obligations under the Agreement, and, provided you have given us consent, to contact you about products and services which may be of interest to you.

##### Who we share your personal information with

We routinely share Identity Data, Contact Data, Technical Data with our third party suppliers as set out in our Privacy Policy. For examples of our third party suppliers and more information on how we use your personal data see our Privacy Policy. This data sharing enables us to perform our obligations under the Agreement.

We will share personal information with law enforcement or other authorities if required by applicable law.

We will not share your personal information with any other third party unless we have obtained your prior written consent or under any other lawful basis we might consider to be applicable.

##### Whether information has to be provided by you, and if so why

The provision of Contact Data is required from you to enable us to process your application. We will inform you at the point of collecting information from you, whether you are required to provide the information to us.

##### How long your personal information will be kept

We will hold your information as long as it is necessary for us to perform our obligations under this Agreement and in no event longer than permissible by law and in accordance with our retention policies as set out in clause 8 of our Privacy Policy. Reasons we can collect and use your personal information

We rely on various lawful bases on which we collect and use your personal data, more details can be found in clause 3 of our Privacy Policy.

##### Transfer of your information out of the EEA

We may transfer your personal information to the following which are located outside the European Economic Area (EEA) as set out in clause 5 of our Privacy Policy.

If you would like further information please contact us, our Data Protection Officer (see 'How to contact us' below). We will not otherwise transfer your personal data outside of the EEA or to any organisation (or subordinate bodies) governed by public international law or which is set up under any agreement between two or more countries.

##### Your rights

Under the General Data Protection Regulation you have a number of important rights free of charge. In summary, those include rights to:

- fair processing of information and transparency over how we use your personal information
- access to your personal information and to certain other supplementary information that this Privacy Notice is already designed to address
- require us to correct any mistakes in your information which we hold
- require the erasure of personal information concerning you in certain situations
- receive the personal information concerning you which you have provided to us, in a structured, commonly used and machine-readable format and have the right to transmit those data to a third party in certain situations
- object at any time to processing of personal information concerning you for direct marketing
- object to decisions being taken by automated means which produce legal effects concerning you or similarly significantly affect you
- object in certain other situations to our continued processing of your personal information
- otherwise restrict our processing of your personal information in certain circumstances

For further information on each of those rights, including the circumstances in which

they apply, see the Guidance from the UK Information Commissioner's Office (ICO) on individuals rights under the General Data Protection Regulation.

If you would like to exercise any of those rights, please contact us using the details below:

##### Our details

- This website is owned by the British Tourist Authority and operated by AA Media Limited.
- Our principal place of business is in London, England.
- You can contact us by post, to 151 Buckingham Palace Road, London, SW1W 9SZ;

##### Data protection officer

1.1. Our data protection officer's contact email address is [DPO@visitbritain.org](mailto:DPO@visitbritain.org)

1.2. You can request a copy of the personal data that we hold on file by sending a subject access request to [SAR@visitbritain.org](mailto:SAR@visitbritain.org)

##### Keeping your personal information secure

- We have appropriate security measures in place to prevent personal information from being accidentally lost, or used or accessed in an unauthorised way. We limit access to your personal information to those who have a genuine business need to know it. Those processing your information will do so only in an authorised manner and are subject to a duty of confidentiality.
- We also have procedures in place to deal with any suspected data security breach. We will notify you and any applicable regulator of a suspected data security breach where we are legally required to do so.

##### How to complain

We hope that our Data Protection Officer can resolve any query or concern you raise about our use of your information.

The General Data Protection Regulation also gives you right to lodge a complaint with a supervisory authority, in particular in the European Union (or European Economic Area) state where you work, normally live or where any alleged infringement of data protection laws occurred. The supervisory authority in the UK is the Information Commissioner who may be contacted at <https://ico.org.uk/concerns/>.