

**FREYCINET ASSOCIATION INCORPORATED**  
**MEMBERSHIP INDEMNITY, DECLARATION AND ETHICAL GUIDELINES**

This Indemnity applies to all businesses who wish to become members of the Freycinet Association Incorporated (the Association). Once signed it applies equally to any owners, proprietors, directors, management, agents and employees involved with that business.

**Declaration and Indemnity**

This declaration is made on behalf of .....

(the business/businesses) located at .....

1. I confirm that throughout the membership year 2013/2014, the business will hold current public liability insurance to a minimum value of \$10,000,000 which is relevant to the operation of the business. The insurance documents relating to this public liability insurance and any other insurance required for the operation of the business will be made available for inspection on demand by the Executive of the Association.
2. I confirm that all necessary licences, approvals and permissions required for the operation of the business will have been obtained and will remain extant throughout the membership year 2012/2013. Furthermore, the business will comply with any legal obligations required for it to operate, including adhering to local, state and federal legislation.
3. Should any other member of the Association wish to recommend the goods and/or services offered by the business, or act as an agent for the business in respect of pre-booking the goods and/or services of the business then I hereby indemnify that member of the Association against any loss, actions, or demands, which may directly or indirectly arise from such a recommendation or agency arrangement.
4. I agree to indemnify the Freycinet Association Incorporated in respect of any liability or claim that may be made against it by any breach of the above warranties.

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**Voluntary Ethical Guidelines**

1. The business acknowledges its responsibilities to meet the reasonable expectations of all customers to the best of its ability.
2. Customers include any individual or business desirous of using or receiving the goods and/or services of the business.
3. The business shall endeavour to treat all customers equally.
4. The business reserves the right to change its goods and services to meet the expectations of its customers.
5. The business is responsible for all of its advertising and promotional activities. All advertising and promotional activities shall reflect the true nature of the business.
6. At the time of entering the transaction or purchasing the goods and/or services customers will be informed of all the terms and conditions of the contract including the terms or payment and any cancellation conditions. The business will adhere to those terms and conditions.
7. All reasonable customer concerns and queries will be fairly and amicably dealt with as soon as practicable. The decision of any mediator who may be employed will be final and binding. The business will, so far as is reasonably able, present its goods and services in the best possible way.
8. The business will exercise all reasonable care to address customers' safety and comfort. So far as is practicable the business will take all reasonable measures to ensure that property, plant, equipment and products are in good working order.
9. The business recognises the plastic shopping bag free nature of Coles Bay. If it runs a retail outlet, the business will not offer plastic shopping bags to its customers and in all other cases, businesses will use their best endeavours to adhere to the principal of being plastic bag free by using biodegradable bags wherever practicable.

Signed..... (Senior Executive of the Business / Proprietor)

Name.....

Business / Businesses..... Date.....