

**TURISME DE BARCELONA
MEMBERS
WHO HAVE JOINED THE
VISITBARCELONA TICKETS PROGRAMME**

-2019-

TURISME DE BARCELONA:

The Turisme de Barcelona consortium is the organisation responsible for promoting Barcelona as a tourist destination. It was founded in 1993 by Barcelona City Council, the Barcelona Chamber of Commerce, Industry and Shipping and the Barcelona Promoció Foundation. Local government and the private sector hold an equal share in the organisation which works to attract tourists to Barcelona. Every year, Turisme de Barcelona carries out some 350 promotional activities, selected according to market segmentation, by countries or tourist typologies. It is helped in this endeavour by the direct and voluntary collaboration of more than 800 associates in the form of businesses from the sector: the “members” of Turisme de Barcelona who provide the consortium with funding and know-how.

Every Turisme de Barcelona programme has its own regulations approved by management which set out the rights and obligations, as well as the terms and conditions, that businesses or professionals must comply with in order to join.

The current Turisme de Barcelona programmes are: Barcelona Convention Bureau, Barcelona Shopping Line, Barcelona Gastronomia, Barcelona Cultura i Lleure (culture and leisure), Barcelona Sports, Barcelona Premium (high-end tourism), Barcelona Turisme Sostenible (sustainable tourism), Barcelona Mar (nautical activities and water sports), Barcelona Pirineus - Neu i Muntanya (winter sports) and VisitBarcelona Tickets.

The VisitBarcelona Tickets programme has as its mission to establish a stable and effective framework over time between Turisme de Barcelona and the businesses, organisations and institutions that offer products of interest to visitors to Barcelona.

In order to join and take part in VisitBarcelona Tickets, you must comply with the terms and conditions in the regulations set out below.

REGULATIONS FOR VISITBARCELONA TICKETS MEMBERS

1.- Preliminary considerations:

- a) VisitBarcelona Tickets is a Turisme de Barcelona (hereafter TB) programme which has a platform that markets the range of products and services offered by Barcelona and its surrounding area, on-line (VisitBarcelona Tickets), as well as off-line through its tourist information offices.
- b) All members of TB programmes will have the same advantages and obligations as VisitBarcelona Tickets members, provided that they have products or services for

visitors to the city that can be sold or marketed and comply with the terms and conditions of these regulations.

- c) If the business applying for membership is not a member of another TB programme, they will have to become a member of the VisitBarcelona Tickets programme in order to sell and market their products.
- d) For the purpose of this programme, service providers who only work with our Tourism Products division (Barcelona Bus Turístic, Barcelona Card, etc...) will not be considered members of TB and will have to become members of VisitBarcelona Tickets and pay the corresponding membership fee.
- e) In order to obtain objective data about the services, all the businesses providing them, whether they are members of VisitBarcelona Tickets or other TB programmes, must register with TripAdvisor. TB will add any possible evaluations on the specifications sheet.

New services must register with TripAdvisor within six months from the date the marketing agreement has been signed with TB.

2.- Conditions for membership of TB's VisitBarcelona Tickets programme:

- a) **Target groups:** Natural or legal persons or legal bodies established in the Spanish State, who have the necessary licences to undertake an activity associated with tourism or trade, preferably in the city of Barcelona and its environs.
- b) The member must be up to date with their tax and social security obligations.
- c) Their activity must have commenced at least six months before they apply for membership. Exceptions may be granted in the case of entrepreneurs.
- d) The service offered must be of clear interest to visitors to Barcelona and the activity must be offered in several languages, at least English. In the case of entertainments, priority will be given to those featuring music or dance as part of their programme.
- e) In the case of products from outside Barcelona, members will have to guarantee a good public or private transport system.
- f) This service or product will have to run or be provided continuously at least six months a year and the activity must be held at least once a week.
- g) Priority will be given to products that offer something different to those currently on sale through tickets.visitbarcelona.com at the time the order is placed by the client.
- h) Permission to market and sell products and services through TB's channels will be subject to approval by the Members' Committee and members will have to accept the conditions for marketing, promoting and viewing the products and services established by TB.

3.- Type of VisitBarcelona Tickets members

Two types of member have been established with two different membership fees based on the sales channels used:

- a) **On-line marketing and sales:** the member company's products will only be marketed or sold through tickets.visitbarcelona.com
The fee for 2019 is 207.06€ + 21% VAT.
- b) **On-line marketing and sales and tourist offices:** the member company's products will only be marketed or sold through tickets.visitbarcelona.com and, physically, at the consortium's tourist offices.
The fee for 2019 is 310.59€ + 21% VAT.

4.- Criteria in order to access another channel

- a) TB will establish the channels that will be used to market or sell the services offered according to the following criteria:
 - How long the service has been established or running
 - Concentration of supply
 - Frequency of the services
 - Languages offered
 - Sustainability of the products
 - Other considerations that are deemed appropriate
- b) Every year, TB will review the products marketed and sold through these sales channels and may suggest changes according to how they are progressing, taking into account previous criteria and product turnover.
- c) The products and services provided by new VisitBarcelona Tickets members will be subject to the same marketing and sales criteria as those provided by members of other TB programmes.

5.- Advantages of becoming a member:

- a) The provider, depending on the type of membership, will be able to market and sell their services through TB's direct channels: VisitBarcelona Tickets, tourist information offices and the Logistics Centre.
- b) VisitBarcelona Tickets members will be featured in the professional section of the Turisme de Barcelona website.
- c) Members will be able to use the "Turisme de Barcelona Member" logo in the advertising elements referring to the products on sale through VisitBarcelona Tickets, subject to approval of their application by TB. If this logo appears on a website, members must include a link to the VisitBarcelona Tickets website (tickets.visitbarcelona.com)
- d) Discounts on hiring and/or purchasing TB's services and products.

- e) You will be able to take part in TB's promotional activities.
- f) You will be able to hire advertising space on advertising displays owned by TB.
- g) You will be able to access TB's complete statistics dossier about tourist activity in Barcelona.
- h) You will be able to attend conventions and/or workshops held by TB's partners and members.
- i) Turisme de Barcelona will be able to run specific promotional activities geared to groups of VisitBarcelona Tickets members.

6.- How to become a VISITBARCELONA TICKETS member

In order to become a member, you have to:

- a) Accept and comply with the requirements set out in these regulations.
- b) Apply to join TB.
- c) Sign an agreement with TB that lists the basic terms and conditions of your rights and obligations.
- d) Set up a direct debit for payments.

7.- Fees:

- a) Organisations and businesses: the 2019 membership fee for TB's VisitBarcelona Tickets is established as follows:
 - On-line marketing and sales: 207.06€, plus 21% VAT.
 - On-line marketing and sales and at tourist offices: 310.59€ a year, plus 21% VAT. The fees will be updated annually.
- b) Members joining after 1st January every year will have to pay the corresponding proportional part.
- c) The membership fee will entitle members to market and sell, through TB's channels, a maximum of four products, activities or entertainments. Members will have to pay 50% of the fee, plus VAT, for every additional service provided. These criteria will apply to VisitBarcelona Tickets members and members of other programmes.
- d) In the case of new business members, a grace period of six months at the most may be agreed.
- e) **Invoicing and payment:** The fees will be paid in calendar years. If the business becomes a member after 1st January, they will pay the corresponding proportional part. Invoices will be paid within 60 days of the invoice date by direct debit from their bank account.
- f) Payment of the membership fee does not guarantee the sale of the product on tickets.visitbarcelona.com or at our tourist information points.

- g) Once the corresponding fee has been paid, no refunds shall be made in the event of no sales.

8.- Quality criteria and criteria regulating the offering:

- a) Members must show good practice in performing their job.
- b) They must have received no complaints about the service they provide.
- c) Turisme will give priority of membership to businesses or professionals offering services different to those already on the market.
- d) If the same or similar kinds of services are offered by other providers, TB will be able to restrict their number to a maximum of four. In this case, priority will be given to members of other programmes and the length of time they have provided this service will be taken into consideration.
- e) Nevertheless, Turisme reserves the right to refuse membership and can veto those businesses whose products and services do not contribute to improving the TB brand and the image of the city.

9.- Operating procedures for VisitBarcelona Tickets

- a) TB will create an information sheet on the tickets.visitbarcelona.com website. The member will send TB information, leaflets and photos about their product and TB will write up the content according to the corporate criteria. The information provided, as well as the times and terms and conditions of the service, must be valid for a period of at least six months.
- b) The provider gives TB permission to use the photos to create the information sheet and to promote the VisitBarcelona Tickets platform as a whole.
These photos will be stored on the TB image bank.
- c) Every time a purchase is made, the provider will receive a copy of the voucher by email with the details of the sale that has been made.
- d) A commission will be charged on the sales that have been made, in addition to the membership fee for VisitBarcelona Tickets or other TB programmes.
- e) As a rule, TB will charge for the full service and the provider will send a monthly invoice to admin@barcelonaturisme.com for the total amount of the products sold, less commission, and itemising VAT.
- f) TB will pay the invoice within 60 days.

10.- VISITBARCELONA TICKETS Members' Committee:

- a) The Committee will comprise three members of the TB Board of Directors.
- b) It will be responsible for evaluating the suitability of the new additions to the site and make the necessary proposals to the TB Board of Directors.

- c) It will establish the criteria for the positioning of the different products and services, and they way they are presented, on the on-line platform and in other promotional media.
- d) It will ensure compliance with the members' rights and obligations.

11.- Termination:

- a) The agreement may be rescinded due to low turnover or cost-effectiveness of the product, which is expressed as a minimum of 10 bookings a year made on-line and 20 bookings made on-line and at our tourist offices.
- b) Failure to pay the membership fee.
- c) At the request of the service provider.
- d) Due to a lack of updated information.
- e) Due to constant negative reviews on TripAdvisor or any other opinion tools.
- f) Due to failure to comply with any of the terms and conditions specified and without any rights to any kind of compensation.

12.- Discrepancies:

Any conflicts arising from the interpretation, modification, resolution and effects of these conditions will be resolved by the competent body of TB, or, should the need arise, by the Consumption Arbitration Board of Barcelona.