

MINUTE of AGREEMENT

between

East Ayrshire Council, established by the Local Government etc. (Scotland) Act 1994, and having its principal offices at London Road, Kilmarnock, KA3 7BU, hereinafter referred to as “The Council”

And

VisitScotland, established by the Tourist Boards (Scotland) Act 2006 and having its principal office at Ocean Point One, 94 Ocean Drive, Edinburgh EH6 6JH, and its Glasgow network office at 11 George Square, Glasgow G2 1DY.

WHEREAS

- (A) The parties to this Agreement wish to work together for the promotion and development of tourism in the area of East Ayrshire;
- (B) The Council has agreed to provide financial and other assistance to VisitScotland in terms of Section 176 of the Local Government etc. (Scotland) Act 1994;
- (C) VisitScotland and the Council have agreed to enter into this Agreement for the purpose of regulating their relationship with each other;

THEREFORE IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 The following definitions shall apply throughout this Agreement, and throughout the Schedule, unless the contrary intention appears:

“**Area**” means the area within the Council’s jurisdiction.

“**VisitScotland**” means the operating name used by the national tourist board.

2. PERIOD OF AGREEMENT

This Agreement will apply to the period from 1 April 2008 until 31 March 2009, notwithstanding the date or dates on which it is signed. The Agreement may be renewed with the mutual consent of the parties.

3. SHARED AIMS FOR THE DEVELOPMENT OF TOURISM

- 3.1 Both parties agree that tourism is an essential element in the economic development strategy for the Area and a key driver for growth in the local economy.
- 3.2 Both parties support the aims and objectives of the national tourism plan “Tourism Framework for Change”.
- 3.3 The parties agree to work jointly to develop tourism in the area, with the aim of the Area making a significant contribution towards the ambition of achieving 50% growth in the value of tourism in Scotland by 2015.

4. COMMUNITY PLANNING

VisitScotland acknowledges the Council's lead in community planning for the Area, and undertakes to participate in and support the community planning process to ensure that tourism contributes to the wellbeing of the Area in so far as this is impacted by tourism.

5. AREA TOURISM PARTNERSHIPS AND PLANS

- 5.1 Both parties agree to participate in the Ayrshire and Arran Tourism Partnership, or equivalent.
- 5.2 VisitScotland will support the Area Tourism Partnership, or equivalent, to set out the agreed priorities for developing tourism in the Area and the actions which members of the partnership commit to.
- 5.3 Both the Council and VisitScotland agree that their respective commitments to actions in implementation of the Area Tourism Partnership Plan, or equivalent, will be provided for in any future amendments or replacements of this Agreement.

6. ACTIVITIES TO BE DELIVERED BY VISITSCOTLAND

VisitScotland undertakes to deliver tourism services in and for the benefit of the Area. These services may be delivered nationally, through the Prestwick Office or through another Regional Office, all as set out and defined in Appendix 1 to this Agreement.

7. PROVISION OF FINANCIAL AND OTHER ASSISTANCE

- 7.1 In furtherance of this Agreement, the Council will provide funding of £33,500 to VisitScotland.
- 7.2 Funding will be paid in one instalment on receipt by the Council of an invoice for the amount due on execution of this agreement:
- 7.3 Funding from East Ayrshire Council will be targeted to specific activity as set out in Appendix 1 to this Agreement
- 7.4 If there are significant variances in net profit/loss, the financial allocation from East Ayrshire Council will not increase from the provision as detailed in paragraph 7.1.

8. EQUAL OPPORTUNITIES

VisitScotland has adopted an Equal Opportunities Policy and undertakes to fully comply with all aspects of equality legislation and good practice as an employer and in the delivery of services and will monitor its compliance with these undertakings.

9. COMPLAINTS PROCEDURE

VisitScotland will maintain a procedure for receiving, investigating and reporting complaints about services provided under this agreement, keeping details of how many complaints are received and how they are dealt with. For the avoidance of doubt, any complaints received relating to services provided by the industry and any other affiliated parties will not be provided to the Council under this agreement.

10. INSPECTIONS

VisitScotland will co-operate with any inspection, monitoring or evaluation process agreed with the Council in accordance with its obligations to ensure satisfactory standards of quality and output on matters affecting this Agreement.

11. REPORTING AND AUDIT

11.1 VisitScotland shall submit a breakdown of spend on marketing and tourist information services for the year 2008/2009 covering the Ayrshire and Arran Area.

11.2 VisitScotland shall submit to the Council a detailed report on progress as relating to the Council's administrative area, for the year 2008/2009 for (a) the period ending 30 September 2008, by 30 October 2008 and (b) the period 1 October 2008 to 31 March 2009, by 15 May 2009, which report shall include the following:-

- Number of visitors to the Visitor Information Centres (VIC's) in Ayrshire and Arran and average spend per head;
- Cost per visitor at the VIC's;
- Number of businesses in QA schemes within the Council's administrative area;
- Number of businesses with entries on www.visitscotland.com within the Council's administrative area;
- Details of leisure marketing and project activity; as it can be identified as relating to the Council's administrative area including ROI as appropriate;
- Evidence of media coverage of Ayrshire and Arran arising as a result of marketing activity, as it can be identified as relating to the Council's administrative area;
- Number of written and telephone enquiries received at the VICs, where possible and identifiable;
- Number of bednight bookings made through the VICs in the Ayrshire and Arran area for local accommodation providers, where possible and identifiable;
- Number of bookings, bednights and website accommodation booking value to Ayrshire and Arran booked via visitscotland.com for each report period, where possible and identifiable.
- Number of VisitScotland Growth Fund awards made to Ayrshire and Arran based groups and organisations;
- Details of other project work undertaken either nationally or locally on behalf of Ayrshire and Arran;

11.3 The Council's external auditor shall have access to relevant records and financial information and be able, through the Council, to obtain necessary explanations from a representative of VisitScotland. With the mutual agreement of the parties, this requirement may be satisfied by the provision of a Certificate by Audit Scotland or VisitScotland's external auditor providing information on the use of funds provided to VisitScotland by the Council.

- 11.4 VisitScotland will remain responsible for the management of inherited assets from the former Area Tourist Boards. The responsibility for financial record keeping for these assets will remain with VisitScotland.

12. PERFORMANCE MANAGEMENT AND STAFF RECORDS

- 12.1 VisitScotland will maintain appropriate administrative, management and staff records.
- 12.2 All aspects of this Agreement will be reviewed before the end of December 2008. The review will take place in such a way as to enable both parties to reach agreement on the renewal or the revision if appropriate, of an Agreement for 2009/10.

13. VARIATION OF AGREEMENT

The terms and conditions of this Partnership Agreement can only be varied following full consultation and mutual agreement between the partners. VisitScotland will notify the Council in writing, if for any reason it is unable to maintain the services as specified this Agreement and will return such parts of any grant that relates specifically to services not provided, proportionate to the contract period remaining.

14. DISPUTE RESOLUTION

- 14.1 Both parties will use their best endeavours to resolve any dispute at local level to reach an amicable and workable resolution of the matter in dispute.
- 14.2 If any matter relating to this agreement is unable to be resolved between the parties in terms of clause 14.1, the issue will be escalated for resolution to the Chief Executives of the Council and VisitScotland.

15. TERMINATION

- 15.1 The Agreement may be terminated with immediate effect, in writing, by either side, if it can be established that either side is in default in respect of substantive issues within the Agreement.
- 15.2 An Annual Review will take place at such time and in such a way, as to enable either party the opportunity of giving three months notice, in writing, of non-renewal of the Agreement.
- 15.3 Termination of this Agreement shall have no effect on any obligations including the liability of either party to the payment of sums arising under this Agreement prior to the date upon which termination takes place.

16. TRANSFER OF ASSETS & LIABILITIES

In the event that the VisitScotland ceases to exist, and except as may be otherwise provided by statute, any assets provided by the Council, or purchased with the financial help of the local Council, together with any financial assets or liabilities, shall be, with the Council's agreement, transferred to the VisitScotland's successor organisation with responsibility for delivery of services at a local level.

17. THIS AGREEMENT NOT TO CONSTITUTE A PARTNERSHIP

None of the provisions of this Agreement shall operate so as to create a partnership or any relationship of agency between the parties; neither of the parties has any authority by virtue of this Agreement to bind or commit or otherwise act on behalf of the other in any way.

18. NOTICES

18.1 All notices and notifications under this Agreement shall be given or issued by letter or by other written document, or by way of facsimile transmission or other visible electronic means.

18.2 A notice or notification under this Agreement shall be deemed to be duly given:-

- in the case of a letter or other written document, when delivered;
- in the case of facsimile transmission or other visible electronic means (provided that any relevant answerback has been received) when despatched;

to the Party to which it is given, addressed to that Party at the address last intimated in writing to the Party giving the notice or (as the case may be) at the facsimile number then current of the Party to which it is given.

18.3 A notice or notification which is delivered, or (in the case of facsimile transmission or other visible electronic means) despatched, outwith business hours shall be deemed to be duly given during business hours on the Business Day which next follows.

18.4 A notice sent by first class recorded delivery post (or equivalent postal service) shall be deemed to have been delivered during business hours on the Business Day following the date of posting; in proving that a notice was given, it shall be sufficient to prove that an envelope containing the notice was duly addressed and posted in accordance with clause 19.2

18.5 For the purposes of clauses 18.3 and 18.4, "business hours" shall mean the period between 9.00 a.m. and 5.00 p.m. on a Business Day.

19. COSTS

All legal fees and other expenses incurred in the preparation and execution of this Agreement shall be borne by the Party by whom they were incurred.

20. DATA PROTECTION

The Tourism Network undertakes to comply with the provisions of the Data Protection Act 1998 and in particular warrants that appropriate technical and organisational measure shall be taken against unlawful or unauthorised processing of personal data and against accidental loss or destruction of or damage to personal data. The provisions of this paragraph shall survive the expiry or termination of the contract.

21. LEGISLATIVE REQUIREMENTS

Both parties must comply with all relevant existing and future legislative requirements relative to the activities to be carried out in terms of this Agreement.

22. LAW OF SCOTLAND

The construction, validity, performance and all other matters arising out of, and in connection with this agreement, shall be governed by the Law of Scotland.

IN WITNESS WHEREOF:

Signatories to the Agreement;

On behalf of the Council

Signed:
Name:
Position:
Date:

Witness:
Name:
Position:
Date:

On behalf of VisitScotland

Signed:
Name:
Position:
Date:

Witness:
Name:
Position:
Date:

Appendix 1 – Services 2008/09

This section describes the main services provided by VisitScotland which benefit EAC, local businesses and visitors to the area.

EAC benefits from a number of activities undertaken by VisitScotland which make a significant contribution to the growth and development of tourism in the area and to Scotland in general. These activities include:

- Undertaking international marketing campaigns in Europe, North America and emerging markets to build the Scottish brand and encourage visits to Ayrshire and Arran. Provide relevant Ayrshire and Arran editorial information and photography;
- Undertaking a vast range of marketing activities in the UK & Ireland markets to build the brand and encourage existing and new customers to visit Ayrshire and Arran. Monthly and ad hoc submissions will be made across all the marketing teams to ensure profile for Ayrshire and Arran eg Winter White, Relationship Marketing Programme, Café Days, Walking, Cycling etc;
- Maximise opportunities from Homecoming 2009 project for the Ayrshire and Arran area and promoting of events through all relevant print and web channels;
- Promotion of Burns an' a' that! through all relevant print and web channels including Homecoming activity
- Deliver local Burns an' a' that! promotional activity as agreed with the Culture Product Manager and Festival Director
- Providing quality assurance and advice to Ayrshire and Arran businesses, as well as developing and promoting a range of Welcome Schemes;
- Through VisitScotland.com, provide a global online presence and national contact centre, servicing millions of visitor enquiries each year;
- Through our business engagement activity we connect Ayrshire businesses to customers every day through participation in our opportunities from direct mail to exhibitions to web campaigns.
- Provide information and support for applications for funds, awards etc eg Growth Fund, Thistle Awards
- Contribute to local economic development activity eg Community Planning, ATP, Economic Forum, or equivalent.
- Provision of information such as research and statistics
- Attendance at industry group meetings

	<ul style="list-style-type: none"> ○ Arran • Respond to media enquiries and assist journalists and travel writers as required. • Provide assistance with promotion of Dumfries House as new attraction in East Ayrshire as appropriate <p>Appetite for Ayrshire</p> <ul style="list-style-type: none"> • Build on 2008/08 Pilot campaign highlighting the quality of local produce and providing profile to local chefs. Target audience Central Belt of Scotland as well as local market. The food and drink sector is an integral part of the tourism product but to date there has been little focus on this sector. There is also an opportunity to work with food suppliers to enhance the offering. Going forward this activity could be managed by the food sector and a food festival created to attract visitors from further afield. Activity includes PR, advertising and print. <ul style="list-style-type: none"> ○ Early results from the pilot campaign showed 935 additional covers with a value of £17,000. Feedback from a couple of restaurants demonstrated that 30% of the bookings came from outwith the area. • Host familiarisation trip for food & drink writers • Leverage income from private sector eg sponsorship, supplier discounts etc. 	<p>£3k</p> <p>£30,000</p> <p>£18,000</p> <p>£16,000</p>	<p>£2,400</p> <p>£2,000</p> <p>£4,000</p>
Websites	<ul style="list-style-type: none"> • Maintenance and update of ayrshire-arran.com. Continuous update of events listings. • Inclusion of East Ayrshire Council owned facilities and attractions of VisitScotland.com (11 entries – value approx. £1000) • Search engine optimisation and pay per click activity to ensure good hits on ayrshire-arran.com • Ensure Ayrshire and Arran is well represented on the VisitScotland.com main site and niche sites eg golf, culture, 	<p>£14,000</p>	<p>£2,700</p>

	<p>events. Provide photography, editorial and content for these. Ensure that local print is available to order via the site through creation of pdfs</p> <ul style="list-style-type: none"> • Work with New Media team to review and scope out redevelopment project for current site. 		
Business Engagement	<ul style="list-style-type: none"> • Organise a recruitment drive in East Ayrshire to increase number of participants in the area. • Provide marketing advice and encourage participation in VisitScotland marketing opportunities • Provide quality assurance advice to Ayrshire and Arran businesses • Provision of information such as research and statistics 	£45,000	£1,000

Business Tourism	<ul style="list-style-type: none"> • Promoting Ayrshire as a business tourism destination. Activities include: <ul style="list-style-type: none"> ○ Scotland Means Business (Apr/May 08) – event for international buyers to increase awareness of Scotland as world class destination for meetings, incentive travel and corporate hospitality. A number of Ayrshire business will have the opportunity to attend and meet buyers on a one to one basis. Buyers will also have opportunity to attend a fam trip to Ayrshire pre or post event ○ Networking Event (May 08) – opportunity to local businesses involved in meetings and incentive sector to network and meet VisitScotland Business Tourism Units reps. Presentations relating to BTU activity as well as guest speakers. ○ Southern Showcase (Oct 08) – opportunity for key conference, meeting and incentive buyers to meet venues and suppliers and to discuss business opportunities ○ Product Lunch (Jan 09) • Enquiry handling 	£30,000	£3,000
	Total	£326,500	£25,100

	media including E-Update and Ambitions magazine which are distributed to a large database of trade, media and other stakeholders.
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