

Association of Scotland's Self-Caterers Ltd

Members Operating Agreement

An Agreement made on 1st February 2017 between:

The Association of Scotland's Self-Caterers Limited (the Co-operative)

and

Member name: (the Member)

Address:

IT IS AGREED as follows:-

Membership

1. Member shall mean any individual or organisation which has been admitted to membership of the Co-operative under Articles 14-20 of the Articles of Association and has signed this agreement known as the Members' Operating Agreement in accordance with Article 20 thereof.

The Co-operative's Purpose

2. The purpose of the Co-operative is to represent and promote the interests of all self-catering accommodation businesses in Scotland.

The Co-operative's Obligations under this Agreement are:

3. To establish, support and promote quality standards for self-catering accommodation premises and businesses.
4. To represent and further the interests of Members to Industry Bodies, Government, Executive Agencies, Local Authorities and any other appropriate organisations.
5. To advise on Members' operational methods and to assist in marketing and profitability.
6. To develop and promote services for the benefit of Members.
7. To negotiate special terms with suppliers for purchases made by members and to advise on sources of supply.
8. To promote the image of self-catering and self-caterers in Scotland in general, and the Members in particular.
9. To pool information for the benefit of Members.
10. To raise finance and apply for funding as necessary to pursue particular objectives.
11. To develop partnerships with other organisations for the benefit of members.
12. To maintain any necessary insurance cover, including the minimum required by law.

13. To receive, manage and disburse funds, to maintain banking facilities for this purpose, to maintain financial records and to prepare regular financial reports.
14. To receive, consider and if appropriate accept applications from new members and associate members under the terms of Articles 18-20 of the Articles of Association.
15. To ensure compliance with relevant legislation, including the submission of returns to Companies House as required.
16. To affiliate to or take out membership of any relevant bodies.
17. To provide all Members with a copy of the Articles of Association, this Agreement and any other relevant documentation.
18. To protect the interests of the organisation and the members as a whole rather than those of any particular member.
19. To arrange mediation services as required in the event of any dispute between members or with the Co-operative.

The Member's Obligations in signing this Agreement are:

Regarding Membership

20. To become a member of the Co-operative and thereby abide by its Articles of Association and the terms of this Agreement as specified in Article 23 of the Articles of Association.
21. To abide by policies that may be agreed by the members in general meeting from time to time, and in particular to commit to the core principles of **quality, integrity, cleanliness, comfort, courtesy** and **efficiency**.
22. To pay promptly to the Co-operative any annual subscription determined as specified in Article 21.

Regarding Striving for Excellence

23. To strive wherever possible to follow examples of good practice, such as:
 - a) Listening to their guests and using visitor feedback forms in the accommodation.
 - b) Assisting guests and enquirers with suggestions for things to do in the area, and recommending other good quality accommodation, including that belonging to Co-operative members, when fully booked.
 - c) Attending and participating in relevant tourism seminars, meetings and keeping up to date with Scottish tourism trends.
 - d) Sharing best practice with fellow Co-operative members.
 - e) Keeping in contact with previous customers.

Regarding Quality Standards

24. To commit to providing recognisable quality in facilities and service, and to meet the minimum requirements for self-catering accommodation laid down by law and from time to time by VisitScotland or its successors.
25. If the member wishes to be included in the Co-operative's promotion and marketing initiatives, to commit to full participation in one or more of:
 - a) ASSC Committed to Quality award
 - b) VisitScotland's Quality Assurance scheme (or its successor)
 - c) Another Quality Assurance scheme formally recognised by the ASSC

Regarding Professional Principles of Service

Prior to Booking and Arrival

26. To give a true and clear description of what is offered.
27. To maintain an efficient booking system and administration, including clearly visible Terms of Let and Cancellation Policy
28. To have a clear and transparent pricing strategy consistent with the standards of service and accommodation provided.
29. To provide clear travel directions and arrival guidance.

On Arrival

30. To offer a warm welcome.
31. To provide comfortable, clean, pleasing and inviting accommodation, ensuring all facilities, beds, bedding and soft furnishings match the standards described in any promotional material.
32. To make every endeavour to ensure everything is in working order, or a repair is in hand within a realistic time-frame.
33. To give as much information as possible in the accommodation, but with the minimum of "Dos" and "Don'ts".
34. To provide a good supply of local tourism (and emergency) information, including contact details for the owner/manager

During the Visitor Stay

35. To provide more than adequate space heating for all times of year.
36. To be willing to resolve any problems highlighted by guests as soon as possible.
37. To give sensitive attention to safety and security for guests.
38. To comply with all appropriate Fire and Building regulations and have up to date public liability insurance.
39. To ensure an adequate and safe water supply.

After the Visit

40. To address as soon as possible any problem highlighted by the guest or maintenance staff relating to the property or customer care.
41. To deal with any complaints in a prompt, efficient and courteous manner.

In General

42. To attend where possible general meetings of the members as arranged from time to time.
43. To act reasonably, respect other members, and avoid bringing the Co-operative into disrepute.

44. To abide by Article 24 of the Articles of Association whereby at least two months' notice shall be given of withdrawal from membership of the Co-operative.
45. In the event of any grievance or dispute, to raise this in the first instance with the Co-operative and to enter into any mediation procedure designed to resolve the matter.
46. To accept that membership of the Co-operative may be withdrawn if a member does not adhere to the terms of this Agreement.
47. This Members' Agreement shall apply to all members and is identical to the other Members' Agreements held between the Co-operative and its members, and supersedes any previous Agreement.
48. The Members' Agreement may be modified by the Co-operative with the agreement of 75% of those members attending a general meeting for that purpose.
49. The member and the Co-operative understand that this Agreement is written in plain language and may therefore not cover every legal eventuality. The parties agree to be fair and reasonable at all times when administering this Agreement.

This Agreement shall be governed by and construed in accordance with the Law of Scotland.

AS WITNESS WHEREOF SIGNED by and on behalf of The Association of Scotland's Self-Caterers Limited

Signature

SIGNED on behalf of the Member

Signature