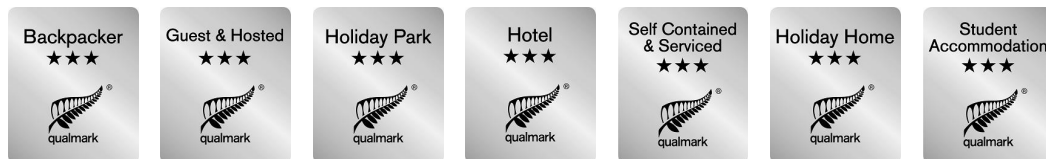




Accommodation licence holders

General Information

Steps 1 2 3 4 5



How Qualmark can help achieve your tourism business goals.

- 2 Introduction to the Qualmark
- 3 Licensee benefits
- 4 The Qualmark licensing process
- 5 Accommodation categories
- 7 Assessment criteria
- 8 Qualmark application and licence fees
- 8 Qualmark Code of Ethics
- 9 Qualmark Terms and Conditions

Introduction to Qualmark

Our official tourism quality mark helps travellers choose the best New Zealand has to offer.

Qualmark® star ratings or endorsements are earned through comprehensive on-site assessments - ensuring quality standards and environmental criteria are met.

The programme is a joint venture between Tourism New Zealand and New Zealand Automobile Association and standards are developed in partnership with industry.

What it means for your business

The Qualmark® logo tells travellers your business has been independently assessed to meet officially recognised standards. Qualmark's assessment and licensing process can also help improve practices and capability - ensuring your business is 'export ready' and in touch with the international visitor market.

Tourism's official quality mark

The quality mark incorporates the official stylized fern – the brand of New Zealand. This symbol is recognised by domestic and international travellers as signifying the best in New Zealand.

The image is associated with all Tourism New Zealand's international marketing programmes and i-SITE Visitor Centres nationwide.

Over 2,300 Qualmark licensed businesses now carry this symbol as a recognised and trusted mark of quality.



Qualmark Green - Enviro Awards and responsible tourism criteria

In addition to services and facilities, Qualmark assesses businesses on environmental and social criteria - focusing on five key action areas.

- Energy efficiency
- Water conservation
- Waste management
- Conservation initiatives
- Community activities

Businesses showing excellence in these areas receive Qualmark Enviro-Awards. More information on responsible tourism is available on www.responsibletourism.co.nz.



Licensee benefits

- Comprehensive on-site assessment
- 30 page assessment report
- Industry agreed standards
- Access to Qualmark branding
- Access to Qualmark member only website section for tools/tips/templates

Exclusive Access	Priority Access
<ul style="list-style-type: none">▪ Qualmark branding and signage▪ Free AA Qualmark Travel Guide book listing▪ Free www.qualmark.co.nz listing▪ Qualmark database supplied to travelsites and GPS suppliers▪ Offshore trade events with Tourism New Zealand (TNZ)▪ Corporate tenders requiring Qualmark accreditation for health and safety reasons▪ NZ Inbound (Inbound Tour Operations Council) membership requires Qualmark licence▪ Department of Conservation requirement for limited licence concession	<ul style="list-style-type: none">▪ Priority listing on www.newzealand.com▪ i-SITE sales recommendation process▪ Links directly to other Government funded tourism initiatives such as the STAR programme for developing an environmentally responsible business.

Qualmark templates and resources

- Cleaning schedules
- Standard cancellation policy
- Liability waiver checklist
- Liability waiver explanation notes
- Liability waiver safety terms
- OSH general health and safety manual
- Compendium
- Evacuation procedure
- Operations manual
- Confirmation letter
- Service agreement
- Qualmark newsletters
- Guest feedback card service
- Responsible tourism guide, responsible tourism checklist, responsible tourism statement templates and resource monitoring tools.

The Qualmark licensing process

On-site assessment determines star grade or endorsement eligibility. Here's how the easy 5 step process works:

1

ENQUIRY

Following an enquiry you will receive:



General Info/
Terms & Conditions



Assessment
Criteria



Application form

2

WELCOME

Upon payment of licence fees you will receive:



Assessment preparation
information



Pre-assessment
form

3

ASSESSMENT

An on-site assessment is conducted. The assessment visit will take approximately three hours, with opportunities for feedback and discussion.

4

RATING/ ENDORSEMENT

After completing an assessment you will receive:



Assessment
report
on-line



Assessment
process
feedback form



Online access -
download logo



Collateral
order form

5

CERTIFICATION

You will be sent your certification in the post.

The on-site assessment

On arrival, the assessor will talk with you to better understand your target markets and the type of experience you aim to provide. Following assessment, you will be sent a report detailing your quality scores, with comments and improvement opportunities identified in each area of the assessment.

Qualmark assessors are qualified industry professionals trained to undertake Qualmark assessments. Their goal is to add value to your business through the assessment process. They visit up to 200 properties a year, and will be happy to share their insights or discuss your ideas for improving the business.

For more information on the assessors, visit www.qualmark.co.nz and click on 'Meet the team'.

Accommodation categories



Backpackers

- Budget accommodation in a hostel, lodge or hotel
- Emphasis is on the active travelling New Zealand experience, facilitating cultural and social interaction for like minded guests
- Most offer a mixture of dormitories, double, twin and single rooms
- Some rooms may include linen; otherwise this can be hired
- Facilities such as kitchens, bathrooms, lounges and laundries are usually shared, although private and ensuite bathrooms are sometimes available
- Properties range from small converted houses to large hotel-size establishments



Guest & hosted

- Includes bed & breakfasts, farm and home stays, boutique lodges, inns, guest houses, country hotels and similar establishments providing 'home-like' or 'character' accommodation
- Typically emphasis is on the personal interaction between the guest and the host (frequently the owner)
- Kitchen/cooking facilities are not usually provided, although some properties may offer self-contained cottages
- Depending on the style of the property, bedrooms may include tea and coffee making facilities, a television and a phone
- Lounge facilities are usually shared with the hosts and/or other guests
- Bathrooms may be ensuite, private or shared
- Breakfasts are a feature and are usually included in the tariff



Holiday park

- Includes camping grounds and motor camps
 - Provide communal kitchens, toilets, showers and laundries in addition to a variety of additional features
 - The park itself and its communal facilities are star graded and this grade is used on Qualmark signage. The built/fixed accommodation scores do not contribute to the overall Holiday Park grade
 - Additional star grades are assigned for the different types of built accommodation available
- Holiday Park accommodation is defined as follows:
- Camping Sites – guests can choose between powered and non-powered sites for tents and campervans, and use communal facilities. Some parks also offer ensuite sites with water, drainage and private facilities, and onsite caravans which may have cooking facilities but usually no bedding
 - Standard Cabins – provide beds or bunks, and bedding is often available for hire. Guests use communal toilets, showers, laundry and cooking facilities
 - Kitchen Cabins – provides hot and cold water, cooking facilities and equipment. Bedding is usually available for hire
 - Ensuite Units – have their own shower and toilet. Guests use communal cooking facilities
 - Self Contained Units – provides television, equipped kitchen, shower and toilet, often with more than one bedroom. Bedding is provided or available for hire
 - Park Motels – provides television, equipped kitchen, shower and toilet, or a similar unit with tea-coffee making facilities. Full bedding and towels are provided
 - Lodges/Group Accommodation may vary from bunk rooms to ensuite rooms. Communal facilities are in the same building. Pillows and

mattresses are supplied



Hotel

- Includes properties with at least one licensed bar and restaurant open to the public, on the premises or adjacent, with chargeback facilities
- All rooms have tea and coffee making facilities and there is on-site management at all times
- Breakfast is provided whether in a restaurant or via room service
- Some hotels have conference and banqueting facilities
- A standard room usually has one room for both sleeping and living with an ensuite bathroom
- A suite will usually have a living room and at least one separate bedroom and possibly a mini kitchen
- Hotel apartments usually have both kitchen and laundry facilities
- Most rooms have a television, phone, iron and internet access



Self contained and serviced

- Includes motels, motor lodges, motor inns, motel apartments, and serviced apartments
- Typically units are serviced daily or as otherwise agreed with the guest, and are self-contained providing at least tea and coffee making facilities and a private or ensuite bathroom; at extra cost, breakfasts can usually be ordered the night before
- Off-street car parking and all bedding and linen are provided
- Communal laundry facilities are available and some units may have their own laundry facilities
- Most units have a television, phone, iron and internet access



Holiday Home

- Includes intimate 'homes away from home'
- Highly individual properties offering a range of locations, facilities and services
- Accommodations in this category are essentially 'self-catering' in nature
- May provide the option of a private chef, or staff, on request



Student Accommodation

- Applies to tertiary-level student accommodations provided by Universities and Polytechnics
 - Includes halls of residence, student apartments, and also self-catering flats or units that meet specific assessment criteria
 - Also eligible for this category are accommodations provided by other alternative tertiary education providers
-

Assessment criteria

Each general accommodation category has its own five star grading system. The assessment criteria used to determine a property's star grade looks at eight different quality areas. The weightings of each vary depending on the type of accommodation and experience on offer. More detailed criteria information (including breakdown scoring for each area) is available for each accommodation category – the table below is a summary.

Weightings of criteria by type of accommodation

Areas	Categories						
	Backpackers	Guest & hosted	Holiday park	Hotel	Self contained & serviced	Holiday home	Student accommodation
Overall aspect & appearance	7%	15%	10%	3%	8%	33%	8%
Cleanliness	15%	13%	14%	12%	12%	11%	10%
Service & hospitality/guest care	18%	31%	28%	30%	22%	11%	***** 30%
Bedrooms	17%	14%	n/a	29%	47%	12%	10%
Bathrooms	12%	5%	*** 18%			7%	10%
Dining areas	* 12%	** 6%	* 10%	n/a	n/a	** 7%	4%
Public areas/facilities	15%	n/a	15%	6%	6%	**** 15%	15%
Guest meals/food & beverages	n/a	12%	n/a	17%	n/a	n/a	10%
Responsible Tourism Operators	0%	0%	0%	0%	0%	0%	0%
General business practices	4%	4%	5%	3%	5%	4%	3%
Total	100%	100%	100%	100%	100%	100%	100%

* Communal kitchens and dining areas
 ** Lounge & dining

**** Guest services/facilities, kitchen, laundry
 ***** Residential care

* * * Communal ablution blocks

Qualmark application and licence fees

Application fee

Application Fee	Plus GST	Total Payable
\$650.00	\$97.50	\$747.50
Application fee plus Enviro Application Fee		
\$650.00 + \$150.00	\$120.00	\$920.00

Annual licence fees

Following assessment, if your annual licence fee is greater than the application fee, you will be invoiced for the difference.

The annual licence fee covers the cost of your Qualmark licence for one year and allows usage of relevant Qualmark logos.

Licence and annual renewal fees are based on the attributes of your property (i.e. the number of rooms, units or beds). Licence fees are due annually based on the licence start date.

Please call 0800 QUALMARK (782 562) to have your annual licence fee calculated.

Qualmark Code of Ethics

The Qualmark code of ethics requires Qualmark Licence Holders, in conjunction with their business, to:

- (a) recognise and affirm the right of the customer to courteous, prompt and honest service;
- (b) maintain high standards and fair practice in all business transactions;
- (c) accord customers of all cultural origins, equal respect and consideration;
- (d) price goods and services fairly and unambiguously in New Zealand dollars;
- (e) ensure that advertising is accurate and truthful, and free of any device which could create a misleading impression or otherwise be contrary to the public interest;
- (f) establish and maintain procedures for the prompt handling of complaints, ensuring that all inquiries, refunds and returns of goods (where applicable) are dealt with properly and reasonably;
- (g) keep proper books of accounts and conduct all affairs in a professional manner;
- (h) uphold and observe all laws and regulations pertaining to their business particularly those governing safety and the provision and sale of goods and services;
- (i) meet all responsibilities to employees by observing all laws and awards, by giving proper training and instruction, by providing adequate working conditions, equipment and facilities and supervising standards of safety and work practices;
- (j) act in an environmentally responsible way;

General Information: accommodation licensees

- (k) maintain high standards both in equipment and procedures to ensure that customer safety is protected as much as reasonably possible given the type of business activity;
 - (l) uphold the interests and reputation of New Zealand as a quality destination for visitors and travellers, offering friendly, hospitable service.
-

Qualmark Terms and Conditions

The following terms and conditions form the basis of the licence agreement between Qualmark New Zealand Limited and the Licence Holder and set out the basis upon which the Qualmark Quality Mark and other Intellectual Property may be used.

The Licence Holder is the individual owner(s) or proprietor(s) who operate the Business. All Qualmark correspondence will be with the Licence Holder.

The Qualmark Quality Mark (or any replacement brand, logo, or system) may be used only by the person who has been licensed to do so by Qualmark and only in relation to the Business Accepted by Qualmark.

1. “Applied for” status

- 1.1 Upon completion of the application for a Qualmark Licence and payment of the appropriate fees, Qualmark may grant the Licence Holder the “Applied For” status. If Qualmark does grant the “Applied For” status this entitles the Licence Holder to use the Intellectual Property in relation to the Business Accepted by Qualmark strictly in the manner directed by Qualmark for Businesses with “Applied For” status.
 - 1.2 If a Business Accepted for “Applied For” status is not confirmed within eight weeks of assessment, the Licence Holder must immediately cease to use the Intellectual Property.
 - 1.3 Business undergoing a significant upgrade of facilities or equipment may agree in writing with Qualmark terms upon which the Licence Holder may continue to use the Intellectual Property in relation to the Business, in the manner directed by Qualmark for Businesses with “Applied For” status, for up to 12 months from the date of the assessment while the Licence Holder upgrades the facilities or equipment. If at the end of the agreed period the Business has not been Accepted for Confirmed status the Licence Holder must discontinue using the Intellectual Property in relation to the Business. If at the end of the agreed period, an accommodation Business is confirmed, but for a grade lower than the grade the Licence Holder desires, Qualmark may nevertheless publish that grade until the end of the term.
-

2. Confirmed status

- 2.1 Following successful completion of the quality assessment, Qualmark will grant to the Licence Holder Confirmed status. This status entitles the Licence Holder to a non-exclusive, non-transferable licence, personal to the Licence Holder, for the Term, unless terminated sooner to:
 - (a) use the Intellectual Property rights and signage supplied by Qualmark only in respect of the Business assessed by Qualmark, and strictly in accordance with the Qualmark Manuals;
 - (b) subject to local by-laws, to display the Qualmark Quality Mark in accordance with the Qualmark Manuals;
 - (c) have access to and use of the Qualmark Programme as a full licensee.

This licence agreement may be renewed for additional Terms by the Licence Holder paying Qualmark the appropriate renewal fee for that Term together with any other amount owing to Qualmark at the time of payment, provided that such renewal shall be subject to Qualmark’s current terms and conditions as at the date of the renewal, and the business successfully completing any reassessment required by Qualmark as a condition of that renewal.

3. Promotion of the Qualmark programme

- 3.1 The Licence Holder shall use their best endeavours to:
- (a) promote the Qualmark Programme for the mutual benefit of the Licence Holder and Qualmark;
 - (b) comply with the requirements as set out by Qualmark for use of the Intellectual Property and Signage;
 - (c) ensure the Intellectual Property of the Qualmark Programme is used as prescribed so as to maintain its integrity;
 - (d) ensure the Licence Holder and the Business to which the licence relates are accurately identified when using the Intellectual Property.
- 3.2 Qualmark shall actively promote the Qualmark Quality Mark throughout the Term.
- 3.3 Qualmark encourages the Licence Holder to make use of the Qualmark Quality Mark when referring to the Business in electronic and printed directories and publications, provide that, when doing so, the Licence Holder must at all times use it in conjunction with any Qualmark grade or status applicable and otherwise as required in this licence agreement.

4. Rights and obligations

- 4.1 The Licence Holder expressly agrees:
- (a) the Qualmark Manuals form part of the terms and conditions of this agreement;
 - (b) the Qualmark Manuals may be amended from time to time by Qualmark;
 - (c) to comply with the requirements of the Qualmark Manuals for the reproduction of the Qualmark Quality Mark in all Signage including all printed and electronic materials;
 - (d) to use the Qualmark Quality Mark in a way and in circumstances which will enhance its image;
 - (e) to use the Qualmark Quality Mark or any of the Intellectual Property only in appropriate media, and not in ways which may bring the Qualmark Quality Mark, or other Intellectual Property into disrepute;
 - (f) to advertise the Qualmark Quality Mark only in conjunction with details of the Business which Qualmark has Accepted;
 - (g) where the Business is an accommodation business, to use the Qualmark Quality Mark only in conjunction with the star grade Confirmed for the Business;
 - (h) not to assign their personal right to use the Intellectual Property, or allow a third party to use the Intellectual Property in any way;
 - (i) to accurately represent ownership of Qualmark's Intellectual Property;
 - (j) to comply with the Qualmark Code of Ethics in this document;
 - (k) the assessment criteria and associated procedures are entirely within the discretion of Qualmark;
 - (l) to co-operate with Qualmark by enabling access to the Business as required for the purpose of assessments and reassessments; Qualmark may charge a cancellation fee for cancelled or postponed assessment appointments or where aspects of the Business required to properly complete the assessment are not made available to the assessor at the agreed time;
 - (m) to notify Qualmark of any changes to their Business which may have a bearing on their eligibility to use the Intellectual Property;
 - (n) to amend all Signage at the Licence Holder's expense in the event there is a change to the Qualmark Quality Mark or the Qualmark status or grading of the Business;
 - (o) to indemnify Qualmark, all agents of Qualmark, and all other parties associated with the Intellectual Property from any loss, cost or claims arising from a breach of any of these terms, from any action taken by Qualmark or its agent pursuant to condition 4.3 or 8.4 and from the inappropriate use of the Intellectual Property.

4.2 Qualmark has the right:

- (a) to amend the Qualmark Manuals from time to time, and to change the Intellectual Property from time to time as it sees fit including the right to change the name, design and layout of the Qualmark Quality Mark;
- (b) to review from time to time and set the charges payable by a Licence Holder for the use of the Intellectual Property and its billing schedules, with effect from the next Renewal Date;
- (c) to publish such directory information concerning the Business, including details of any grading, as it considers appropriate;
- (d) to initiate a review of the assessment criteria at any time;
- (e) to undertake reassessments of the Business from time to time;
- (f) to assign, transfer or otherwise convey all or any of its interests, rights and obligations under this contract to any party.

4.3 In the event the Licence Holder is in breach of condition 3.3 or 4.1, the Licence Holder grants an irrevocable authority to Qualmark (or any agent duly authorised by Qualmark) to enter the Business premises and remove or amend any Signage or any other marketing or advertising materials used by the Licence Holder to promote the Business to the extent necessary to remedy the breach (by force if necessary). This includes the authority for Qualmark (or its agents) to instruct the Licence Holder's third party service providers (including the Licence Holder's internet service providers) to undertake such removal or amendment on behalf of Qualmark.

5. Change of licence holder

5.1 Where the Licence Holder ceases to operate the Business:

- (a) this agreement with the Licence Holder and all rights to use the Intellectual Property including the Qualmark Quality Mark in the Business shall terminate forthwith;
- (b) notice must be given to Qualmark by the Licence Holder within one month of any change of operator;
- (c) Qualmark and the new operator may enter into a new relationship on terms and conditions then applicable;
- (d) the departing Licence Holder shall not be entitled to a refund of all or any part of the fees paid to Qualmark, and shall not be entitled to transfer, assign or otherwise deal with this licence agreement (e.g. can not include it in the sale of the Business);
- (e) the departing Licence Holder shall comply with condition 8.3.

6. Appeal process

6.1 If the Licence Holder is dissatisfied with the outcome of any assessment undertaken by Qualmark, the Licence Holder has the right to appeal by:

- (a) notifying Qualmark in writing and paying a non refundable appeal fee within 28 days of being advised of the outcome of their assessment. The full nature of the Licence Holder's concerns must be stated in the notification; and
- (b) within the two months following the appeal being lodged, making their business available to Qualmark for reassessment.

6.2 Upon notification of an appeal, Qualmark will:

- (a) reassess the business with a different assessor;
- (b) not alter the existing status until after resolution of the appeal

- 6.3 Upon notification that an appeal was unsuccessful:
- (a) the Licence Holder will promptly amend all signage (including brochures, stationery, internet sites and listings) and all other promotional material to reflect the correct status;
 - (b) Qualmark will also promptly amend its promotional and listing material.
- 6.4 Upon notification that an appeal was successful:
- (a) Qualmark will refund the appeal fee;
 - (b) the Licence Holder will promptly amend all signage (including brochures, stationery, internet sites and listings) and all other promotional material to reflect the correct status;
 - (c) Qualmark will also promptly amend its promotional and listing material
- 6.5 If the licence holder is dissatisfied with the outcome of their Enviro award result as provided by Qualmark, the licence holder has the right to appeal by:
- (a) notifying Qualmark in writing within 28 days of being advised of your enviro result. Non-refundable travel expenses will apply. Dependant upon your location you will be advised by Qualmark of these travel costs and upon payment an enviro reassessment date will be scheduled.
 - (b) within the two months following payment, making your business available to Qualmark for a reassessment.
 - (c) an enviro specialist from the Auckland office will visit your property and conduct a specific on-site enviro review. All documentation must be made available for this review at this time.
 - (d) a final decision will be forwarded within 14 days from the date of the site visit.

7. Suspension of the licence

- 7.1 Qualmark will have the right, at any time, to suspend the licence, in the event any of the following occurs:
- (a) the Qualmark Quality Mark or any other Intellectual Property is used by the Licence Holder in contravention of the Qualmark Manuals;
 - (b) the Licence Holder brings the Qualmark quality Mark or business into disrepute or discredit;
 - (c) the Licence Holder's Business is operated in a way that it has the potential to damage, in any way, the Qualmark Quality Mark image;
 - (d) the Licence Holder fails to pay any fee within three months following due date, or to enter into an agreement to pay that fee and any applicable administration charges by periodic instalments;
 - (e) the Licence Holder, pursuant to an agreement to pay a fee by periodic instalments, fails to make a payment on due date; or
 - (f) the Licence Holder is declared bankrupt or insolvent, or a receiver or liquidator is appointed to manage their Business.
- 7.2 On suspension of the licence, the Licence Holder will immediately cease to use the Qualmark Quality Mark and the other Intellectual Property until the suspension is lifted by Qualmark, provided that suspension of this agreement shall not operate to extinguish any rights Qualmark has (including the right to damages) which may have accrued prior to or after suspension of this agreement.

8. Termination of the licence agreement

- 8.1 This agreement may be terminated:
- (a) at any time by the Licence Holder upon written notice to Qualmark;
 - (b) at any time by Qualmark upon written notice to the Licence Holder:
 - (i) if any of the grounds for suspension referred to in clause 7.1 apply;
 - (ii) where there is a breach of this agreement and either it cannot be remedied, or the Licence Holder fails to remedy that breach within 30 days of a written notice from Qualmark;
 - (iii) where the Business fails to meet the necessary minimum criteria or scores and, hence, to gain Confirmed status within 8 weeks of any assessment;
 - (iv) where the licence holder fails to allow Qualmark to publish their status for the information of consumers and there is no appropriate reason for continuing to have an Applied For status;
 - (v) upon the giving of not less than 3 months prior notice in writing.
- 8.2 This agreement shall automatically terminate if any suspension pursuant to clause 7 continues for more than three months without being lifted by Qualmark.
- 8.3 On termination or suspension of this licence agreement for any reason, the Licence Holder will immediately, and at its expense:
- (a) destroy or return to Qualmark all Qualmark Manuals;
 - (b) remove the Qualmark Quality Mark and all other Intellectual Property from all Signage and any other marketing or advertising material used by the Licence Holder to promote the Business;
 - (c) instruct any third party service providers (including the Licence Holder's internet service providers) to remove or amend any Signage and any other marketing or advertising material used by the Licence Holder to promote the Business; and
 - (d) undertake any other alterations to the Business premises necessary to remove any association between Qualmark and the Business.
- 8.4 In the event this licence agreement is terminated or suspended for any reason, or the Licence Holder ceases to operate the Business, and the Licence Holder is unable or fails to meet its obligations under condition 8.3 within 7 days of the same, the Licence Holder grants an irrevocable authority to Qualmark (or any agent duly authorized by Qualmark) to enter the Business premises and remove, amend or take into its possession any Signage or materials as provided in condition 8.3 (by force if necessary), and this includes the authority for Qualmark (or its agents) to instruct any of the Licence Holder's third party service providers (including the Licence Holder's internet service providers) to undertake the same on behalf of Qualmark.
- 8.5 Termination of this agreement shall not operate to extinguish any rights Qualmark has (including the right to damages) which may have accrued prior to termination of this agreement.

9. Fees

- 9.1 All fees paid to Qualmark are non refundable.
- 9.2 Qualmark has a scale of fees, which is available on request. In most cases Licence Holders are invoiced annually and are due on the anniversary of your initial payment date (not assessment date) and in all cases payment is due upon receipt of the invoice unless payment terms have been agreed prior to the due date and in writing.
-

10. Definitions

“Accepted” a Business has been “Accepted” if Qualmark grants the Business “Applied For” status upon completion of the application for a Qualmark Licence and payment of the appropriate application and licence fees. A Business has been “Accepted” for “Confirmed” status upon completion of the application for a Qualmark Licence, payment of the appropriate licence fee and successful completion of the assessment.

“Business” means the Licence Holder’s business or part thereof named in the application or renewal form.

“Confirmed” means that the Business has been Accepted for “Confirmed” status.

“Intellectual Property” means all Intellectual Property rights owned by Qualmark relating to the Qualmark Programme, including all rights to the Qualmark trademark, and the Qualmark Quality Mark, and all copyright words and owner/proprietor information relating to the Qualmark Programme, and includes all rights to any enhancements, substitutes or replacements for any of the same as Qualmark may determine from time to time.

“Licence Holder” means the person(s) or individual(s) named in the application or renewal form as the Licence Holder(s).

“Qualmark” means Qualmark New Zealand Limited or its successor, assignee or transferee.

“Qualmark Quality Mark” means the Intellectual Property currently referring to the Qualmark trademark or logo, and includes any enhancements substitutes or replacements for any of the same as Qualmark may determine from time to time.

“Qualmark Manuals” means the Manuals produced by Qualmark from time to time, and includes:

- (a) the Qualmark Brand Identity Standards Accommodation Category Guidelines;
- (b) the current “Qualmark Licence Renewal Information”.

“Qualmark Programme” means the system established by Qualmark for the assessment of tourism facilities and includes the Qualmark Manuals.

“Renewal Date” means Qualmark’s standard renewal date as published in the then current “Qualmark Licence Renewal Information”.

“Signage” means all printed material (including stationery, brochures, property signs, directory listings) and electronic materials (including web sites).

“Term” means the period commencing on payment of the appropriate licence or renewal fee and running through to the next Renewal Date.
