
Good Practice Contract Management in Self-Catering

The background of the slide features three stylized virus icons. One is a small yellow icon in the top right corner. Two larger, semi-transparent blue icons are positioned in the bottom right and bottom left areas, partially overlapping the text.

What we will cover



- 1 Contracting for Diverse Opportunities and Sales Channels
- 2 Managing customers and cancellations through Covid-19
- 3 Management of OTA contracts and clauses
- 4 Managing bookings for direct customers
- 5 Setting T&Cs and Cancellation Policies
- 6 Creating your Booking Form
- 7 How to communicate your offer to drive sales for 2021

1

Contracting for Diverse Opportunities and Sales Channels



Contracting for Diverse Opportunities



Diverse Opportunities

require

Diverse Strategies

Contracting for diverse opportunities & sales channels



Direct Customer

Direct Sales Channel

- Rates and contract: agreed directly with the customer.
- Your Role: to give clear instruction!



OTA

(e.g. [Booking.com](https://www.booking.com)/[Airbnb](https://www.airbnb.com))

Indirect Sales Channel

- Rates and contract: rolling contract, with OTA updating clauses.
- Your Role: to keep informed and updated!



Travel Trade

(e.g. [Tour Operators](#))

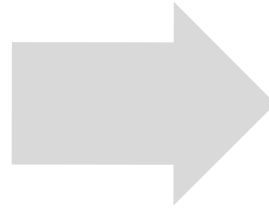
Indirect Sales Channel

- Rates and contract: annual contract.
- Your Role: to know how to negotiate rates & clauses!

Contracting for diverse opportunities & sales channels

Direct Customers

- Being proactive
- Gathering GDPR compliant customer data
- Database & Communications Management
- Individual Unique Bookings
- Positive W.O.M & Repeat Customers



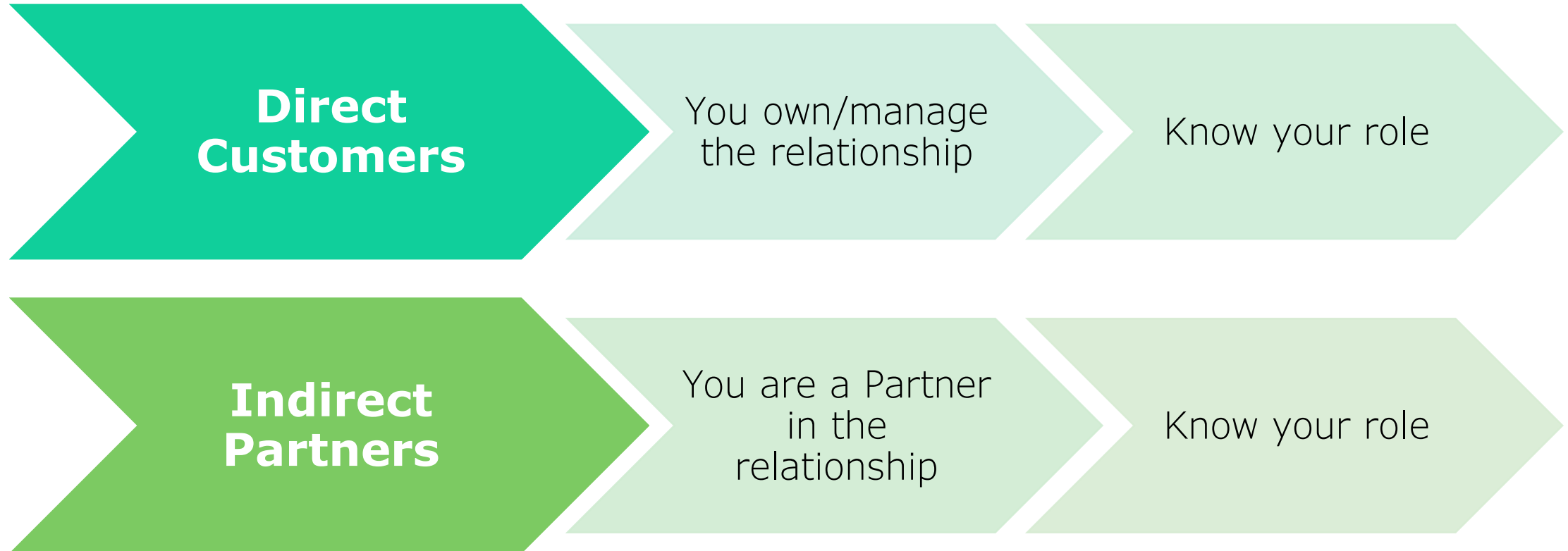
Indirect Sales Channels

- Leaning on a Partner
- Multiple Bookings from One Source
- Positive W.O.M & Repeat Customers
- Potential to convert an indirect customer into a direct customer



Today's
Focus

Contracting for diverse opportunities & sales channels





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National Tourism Development Authority

POLL 1

Do you have contractual conditions accessible during booking which customers must accept before confirming the booking?



2

Managing Customers & Cancellations through Covid-19



Covid-19: Managing customers in this once in a lifetime scenario

STEP 1

- **Check your contract**
 - Read the clauses objectively to see what you have set out in your agreed terms & conditions
 - Be clear on where you stand and where the customer stands

STEP 2

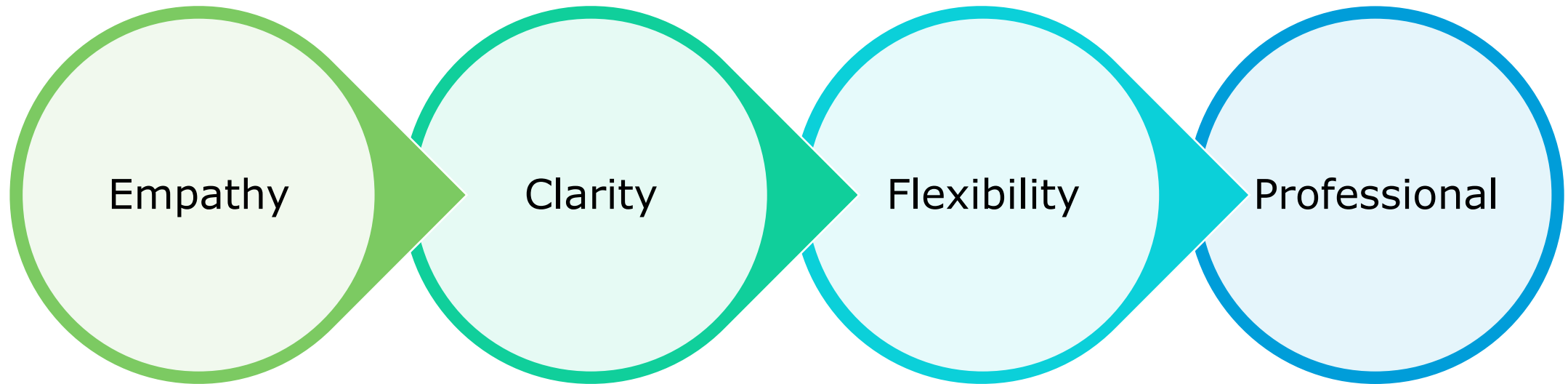
- **Based on the above research, decide how you are going to proceed**
 - The clause may make it clear: e.g. a full customer refund
 - Unclear? You need to clarify what you are going to communicate to the customer
 - Either way, in the unusual event of Covid-19, a compromise may be required via (e.g.) postponement, full refund etc.

STEP 3

- **Engage with the customer**
 - Prepare to engage with the customer
 - Remember: this is your business, you are in control

Covid-19: Managing customers in this once in a lifetime scenario

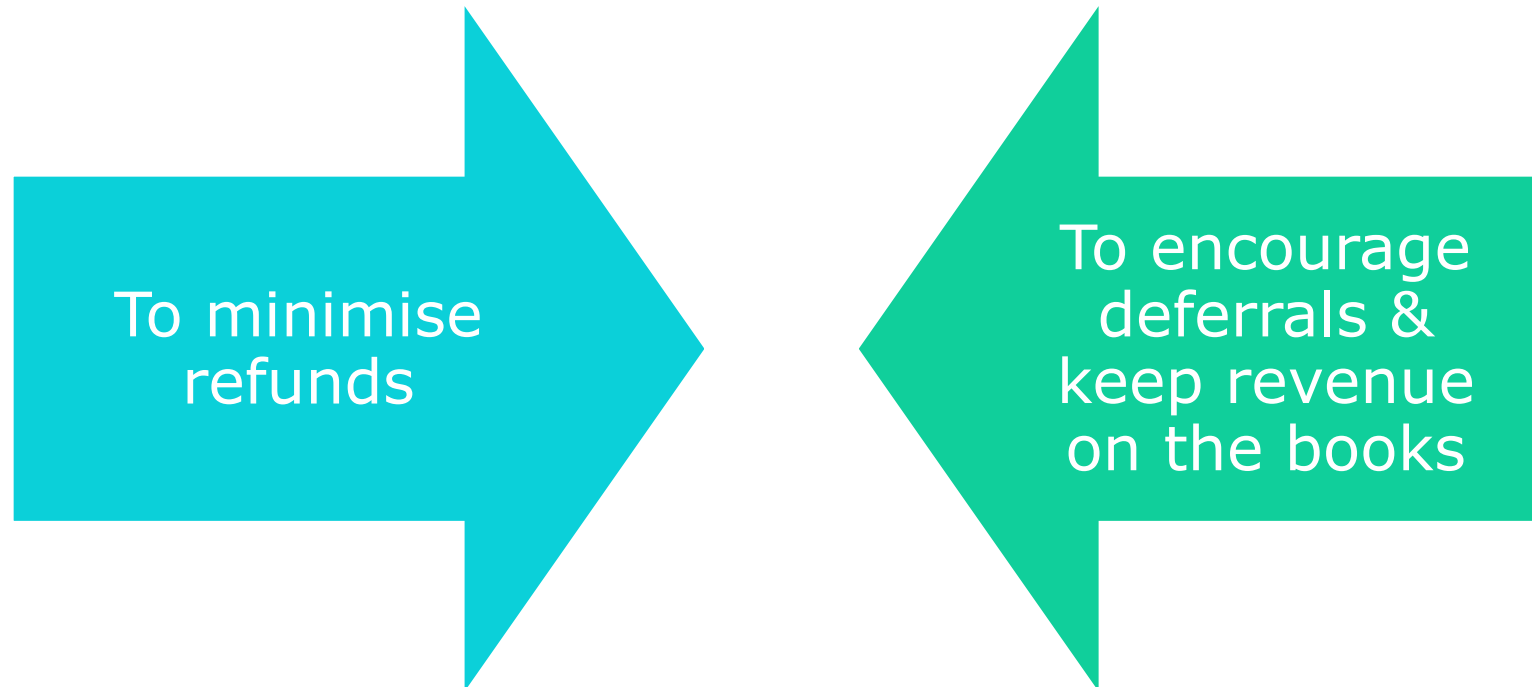
Tone is EVERYTHING



Covid-19: Managing customers in this once in a lifetime scenario

Tone is EVERYTHING: It supports the customer **and** the business strategy.

Strategy:



Covid-19: Managing customers in this once in a lifetime scenario

Tone is EVERYTHING

- Acknowledge your customers' reluctance or inability to travel now
 - Do your best to reschedule their stay to a future date/time: offering flexibility
 - Consider an incentive/a sweetener: picnic basket/voucher for local artisans/stores etc.
- Know that how you behave/your approach will impact future bookings
 - Word of mouth will travel offline and online
- If the customer insists on cancelling: respect this and action accordingly



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POLL 2

When did you last read and review any OTA contracts you have in place with 3rd party sellers you work with (e.g. Booking.com, Airbnb)?



3

Management of OTA Contracts & Clauses



Managing OTA contracts



Relationship with OTA

- Is a partnership
- Benefits of this partnership: you reach customers that you cannot easily reach yourself



All decisions are yours

- You decide to engage



Responsibility if you choose to engage

- Be informed
- Keep updated

Keeping up to date with OTA contracting and Clauses

OTAs: Rolling Contract

- Download a copy in word format (check your dashboard)
- Go through it carefully
- Highlight any clauses that need further consideration
- Your decision to agree, in the full knowledge of understanding all clauses

OTA Contract Review

- Do a thorough read annually
- Regularly check your dashboard for updates
- Some OTAs will have an account manager
 - If this applies, keep regular contact with your account manager



Diverse OTAs, Diverse Contractual Terms

Know when you have control & when you are signing up to pre-set contractual conditions


How cancellations work for stays

For stays under 28 nights, hosts can choose which cancellation options to offer guests. For stays of 28 nights or more, the Long Term cancellation policy automatically applies.

Flexible Moderate Strict Long Term Super Strict 30 Days Super Strict 60 Days

Flexible

- Free cancellation **until 24 hours before check-in** (time shown in the confirmation email).
- After that, cancel before check-in and get a full refund, minus the first night and service fee.



Example	Thu 3 Dec 3:00 PM	Fri 4 Dec 3:00 PM	Mon 7 Dec 11:00 AM
	For a full refund, the guest must cancel at least 24 hours before the listing's local check-in time (shown in the confirmation email).	If the guest cancels less than 24 hours before check-in, the first night and Airbnb service fee are non-refundable.	If the guest arrives and decides to leave early, the nightly rate for the nights not spent 24 hours after cancellation are fully refunded.

Note: Guests won't get a refund of the Airbnb service fee if they've received 3 service fee refunds in the last 12 months or if the cancelled reservation overlaps with an existing reservation.

- For stays under 28 nights, hosts can choose which cancellation options to offer guests. E.g.
 - Flexible
 - Moderate
 - Strict, etc
- For stays of 28 nights or more, the Long-Term cancellation policy automatically applies.

4

Management of Customer Bookings



Management of Customer Bookings

Your role:



- To bring an opportunity to conversion (if you have availability)
- To give clear instruction- to ensure the customer is clear on booking conditions
- To make it easy for the customer to book
- To encourage the customer to engage with the destination
 - Potentially stay longer
 - Spread positive word of mouth
 - Return
- To mind the customer: encourage positive word of mouth and future business

Management of Customer Bookings

Dear Jane

Thank you so much for your enquiry for Friday, 14th May for 7 nights. We would be delighted to look after you. Please note that the rates and details for your request are as follows:

- The rate is €XX per night which equates to €XX for the total 7-night stay inclusive of VAT. Please be aware that this rate includes (emphasise value by noting the inclusions)
 - *E.g. Wi-Fi, car parking, welcome gift basket, access to a playground etc.*
- We love welcoming guests to our area (name area) and for your benefit, we have created a list of things to do and experiences that we enjoy as locals living here (you can attach a simple document with details)

Management of Customer Bookings

- We would like to make you aware that due to the volume of booking requests we receive, we will not be able to confirm, hold, or guarantee your requested accommodation without payment as follows
 - we would need to receive a (e.g.) 30% deposit of the total price which equates to €XX with the balance payable (e.g.) no later than 4 weeks in advance of your arrival date
 - OR (for example), we would need to receive full pre-payment of the total price
- If you would like to confirm this booking, we ask that you carefully read the enclosed booking form which highlights important information, including booking and cancellation policies.
- To proceed with a full confirmation of your booking, we would need to receive the payment as outlined above and a signed copy of the booking form.
- On a final note, can I wish you the very best. I do hope that we will have the opportunity to welcome you to [XXX] and if you need any further assistance, please do not hesitate to contact me...



Make it easy for the customer to follow

Dear Jane

Thank you so much for your enquiry for Friday, 14th May for 7 nights. We would be delighted to look after you. Please note that the rates and details for your request are as follows:

- The rate is €XX per night which equates to €XX for the total 7-night stay inclusive of VAT. Please be aware that this rate includes (emphasise value by noting the inclusions)
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If you would like to confirm this booking, we ask that you carefully read the enclosed booking form which highlights important information, including booking and cancellation policies.

We would like to make you aware that due to the volume of booking requests we receive, we will not be able to confirm, hold, or guarantee your requested accommodation without payment as follows

We would need to receive a (e.g.) 30% deposit of the total price which equates to €XX with the balance payable (e.g.) no later than 4 weeks in advance of your arrival date, or (for example), we would need to receive full pre-payment of the total price.

To proceed with a full confirmation of your booking, we would need to receive the payment as outlined above and a signed copy of the booking form.

On a final note, can I wish you the very best. I do hope that we will have the opportunity to welcome you to [XXX] and if you need any further assistance, please do not hesitate to contact me..

Kind regards...

**Key Content in the email body.
Provide additional content separately.**

Presenting T&Cs offline and online

Offline

- Include key information in the email body
- Attach additional content including T&Cs OR
- Provide weblinks to additional content including T&Cs in the email body

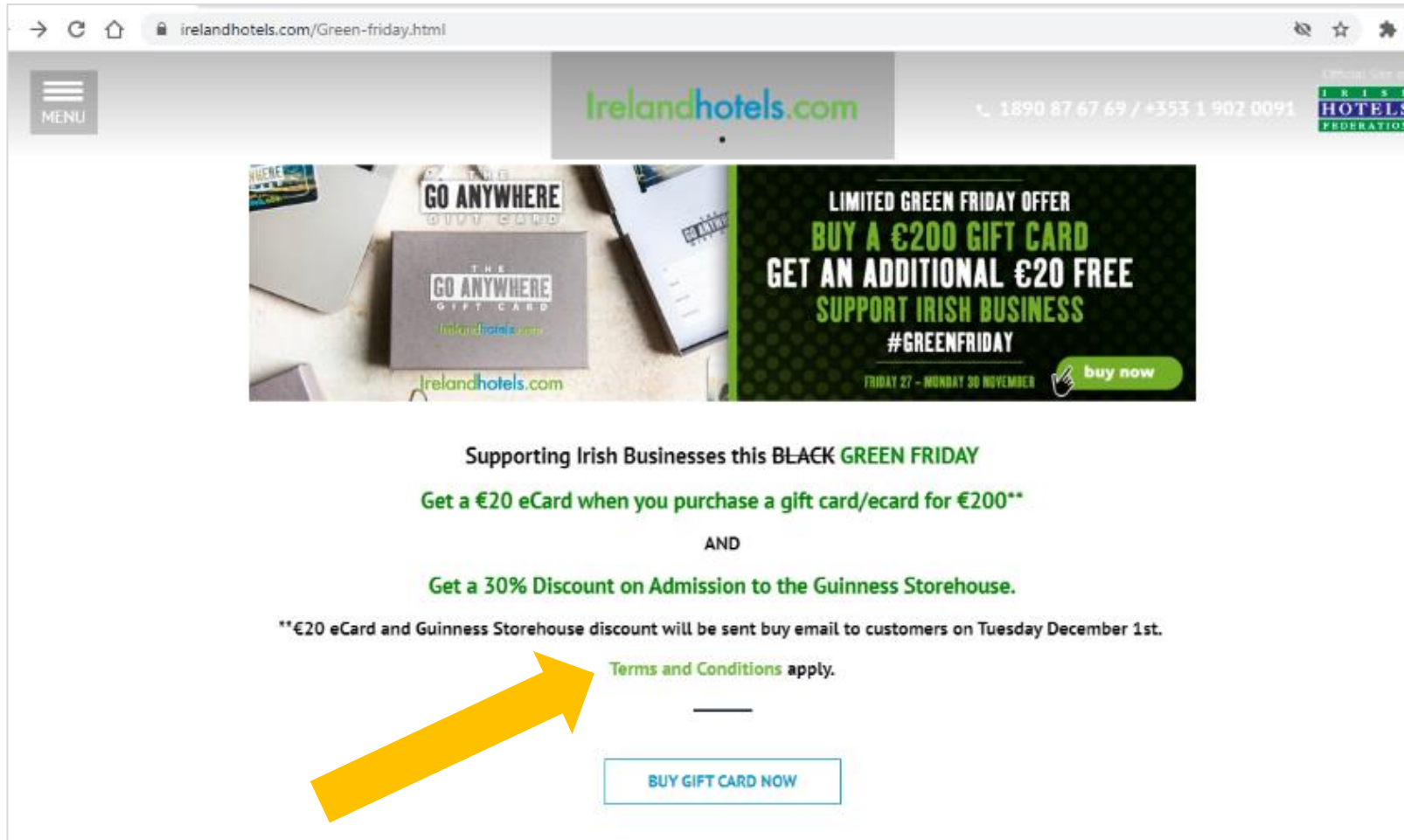
Online

- Make your T&Cs and policies clear
- Make it easy on the customer to read and understand the T&Cs. Create clarity!
 - Bullet Points
 - Numbering
 - Paragraphs



T&Cs Must Give Clear Instruction to the Customer

Example



The screenshot shows a web browser window with the URL `irelandhotels.com/Green-friday.html`. The page features a navigation menu, the website logo, and contact information. A prominent banner advertises a "LIMITED GREEN FRIDAY OFFER" where customers can "BUY A €200 GIFT CARD GET AN ADDITIONAL €20 FREE SUPPORT IRISH BUSINESS #GREENFRIDAY" from Friday 27 to Monday 30 November. Below the banner, the offer details are listed: "Supporting Irish Businesses this BLACK GREEN FRIDAY", "Get a €20 eCard when you purchase a gift card/ecard for €200**", and "AND Get a 30% Discount on Admission to the Guinness Storehouse." A disclaimer states: "**€20 eCard and Guinness Storehouse discount will be sent buy email to customers on Tuesday December 1st." A yellow arrow points to the text "Terms and Conditions apply." which is positioned above a "BUY GIFT CARD NOW" button.

irelandhotels.com/Green-friday.html

irelandhotels.com

1890 87 67 69 / +353 1 902 0091

Official Site of IRISH HOTELS FEDERATION

GO ANYWHERE GIFT CARD

THE GO ANYWHERE GIFT CARD

irelandhotels.com

irelandhotels.com

LIMITED GREEN FRIDAY OFFER

BUY A €200 GIFT CARD

GET AN ADDITIONAL €20 FREE

SUPPORT IRISH BUSINESS

#GREENFRIDAY

FRIDAY 27 - MONDAY 30 NOVEMBER

buy now

Supporting Irish Businesses this BLACK GREEN FRIDAY

Get a €20 eCard when you purchase a gift card/ecard for €200**

AND

Get a 30% Discount on Admission to the Guinness Storehouse.

**€20 eCard and Guinness Storehouse discount will be sent buy email to customers on Tuesday December 1st.

Terms and Conditions apply.

BUY GIFT CARD NOW

T&Cs Must Give Clear Instruction to the Customer

Example



The screenshot shows a web browser window with the URL irelandhotels.com/greenfridayterms.html. The page header includes a menu icon, the website name "Irelandhotels.com", and two buttons: "VIEW PROPERTIES" and "BUY A GIFT CARD". The main heading of the page is "Receive a Free €20 eGift Card when you Purchase a €200 Gift Card". Below this, the text "T&C of Cyber Weekend Giveaway" is followed by a list of 14 bullet points detailing the promotion's rules.

Receive a Free €20 eGift Card when you Purchase a €200 Gift Card

T&C of Cyber Weekend Giveaway

- Purchases must be made between 12am Friday 27th Nov to 11.59pm Monday 30th Nov
- A eGift Card/Gift Card with a minimum value of €200 must be purchased to qualify for offer
- Multiple purchases of eGift Cards or Gift Cards below the value €200 but with an accumulated value of €200 or more will NOT qualify for the offer
- Free €20 eGift Card will be provided as a separate eGift Card
- The Free €20 eGift Code cannot be combined or added to your Gift Card purchase/s
- The purchase of the €200 Gift card/ecard **must** be made within the promotion dates unless part of our early access database.
- The Free €20 eGift Card/s will be fulfilled electronically via email (in the format of an eCard only) to every purchaser of a €200 or more Gift Card/s.
- The Free eGift Cards will be fulfilled on Tues 1st Dec to every qualifying customer and will be fulfilled to the same email address used on the billing of the €200 Gift Card.
- A single €20 ecard will be provided for each multiple of €200 gift card/ecards purchased (ie. A single purchase of a €200 gift card/ecard will entitle you to 1 free €20 ecard, a purchase of a €600 gift card/ecard will entitle you to 3 x €20 ecards).
- The Go Anywhere gift card cannot be exchanged for cash or added to the value of the purchased gift card. No cash change will be given on the balance and the gift card will expire 5 years after the date of issue.
- Purchasers of €200 gift cards will also receive an additional voucher providing them with a 30% discount on admission to The Guinness Storehouse up until June 30th. Please refer to the Terms and Conditions on this voucher before redemption.
- Irelandhotels.com reserve the right to change or withdraw this promotion at their discretion.

Bullet Points

Presenting T&Cs online

Making T&Cs clear before the customer selects and pays for their chosen option:




Payment Method

Payment type:*

Payments are processed on behalf of the property owner by HolidayRentPayment, a Yapstone International Ltd. company, view privacy information and Terms and Conditions.

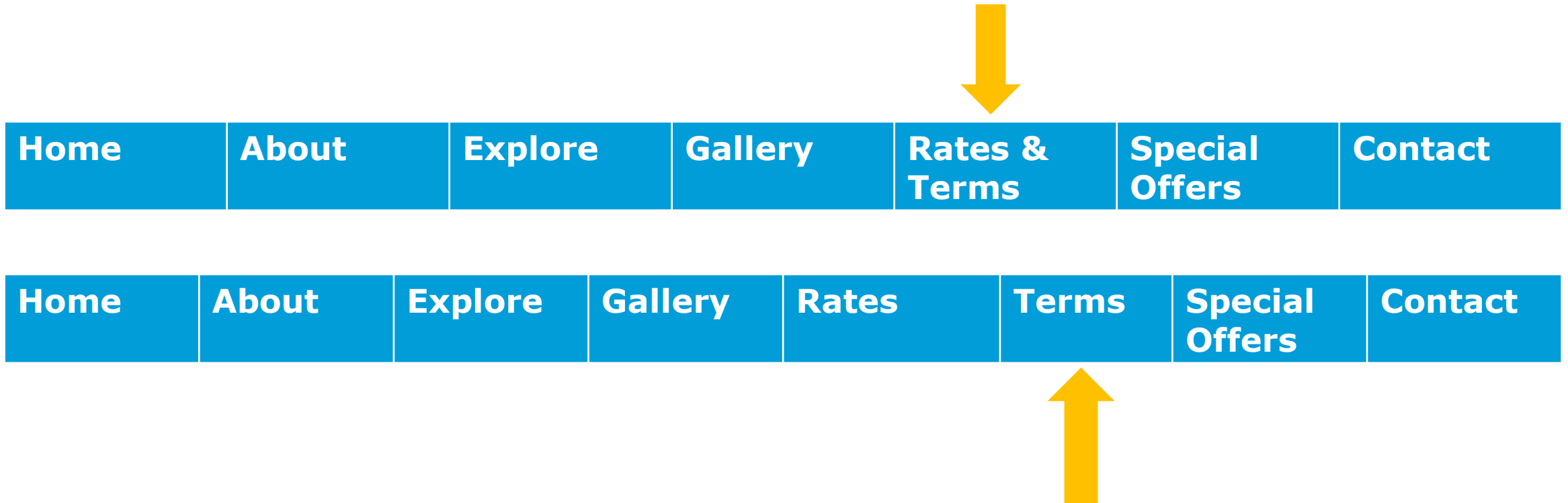
We use a guest review service called UpFront Reviews, which is part of our booking system. We will share with them your email address so they can contact you directly by email to ask you to review your stay at our property. Maximum of two email requests will be sent, you will not be added to any mailing lists.

I agree to the Terms & Conditions of Booking and Cancellation Policy*



Presenting T&Cs online

Consider highlighting T&Cs via a tab on the home page



5

Setting T&Cs & Cancellation Policies



Why create T&Cs?



01

To provide clear instruction for the customer

02

To provide clear direction/guidance

- a) for you to manage/mind your customer, and
- b) for you to manage/protect your business

What to consider when creating T&Cs and Cancellation Policies

- Clear direction: by you for the business and the customer
- Easy to follow instructions for the customer
- Cancellation policies:
 - Allowing you enough time to re-sell?
 - Giving you protection if you cannot re-sell

Considerations for Writing Terms and Conditions for Self-Catering Business Contracting with Direct Customers

The following presents a range of headings and examples for you to consider when writing the terms and conditions for contracting. As contracts can have a significant impact on your business, it is recommended that you validate your own contract terms and conditions internally and via external professional supports.

Item	Some suggestions/ideas to consider
Deposit	<ul style="list-style-type: none"> • A booking for [name accommodation] is only confirmed when a deposit of one third of the holiday rental (to the nearest Euro) together with a completed and signed booking form is received. <ul style="list-style-type: none"> - All payments must be made in euro currency • Until the deposit and the signed booking form are received, your booking is provisional <ul style="list-style-type: none"> - Provisional bookings are held for a maximum of (e.g.) 3/7 days from the date of enquiry and will be released without notice OR • Due to a high volume of booking enquiries, your requested accommodation will not be confirmed, held, or guaranteed without receipt of the deposit payment and signed booking form • All payments (for example) must be made by credit card, unless otherwise agreed.
Final Payment	<ul style="list-style-type: none"> • The full outstanding balance is payable no later than (e.g.) 4/6/10 weeks before the arrival date. <ul style="list-style-type: none"> - Reminders will not be sent, unless requested - If the full balance is not paid on time, we reserve the right to cancel your booking, in which case the deposit will be forfeited • Bookings received within (e.g.) 4/6/10 weeks before the arrival date must be paid in full
Full Pre-Payment	<ul style="list-style-type: none"> • A booking for [name accommodation] is only confirmed when full pre-payment of the total amount owed, together with a

Deposits and Payments



- A booking for [name accommodation] is only confirmed when a deposit of one third of the holiday rental (to the nearest Euro) is received together with a completed and signed booking form.
 - All payments must be made in euro currency
- Until the deposit and the signed booking form are received, your booking is provisional
 - Provisional bookings are held for a maximum of (e.g.) 3/7 days from the date of enquiry and will be released without notice OR
 - Due to a high volume of booking enquiries, your requested accommodation will not be confirmed, held, or guaranteed without receipt of the deposit payment and signed booking form

Final Payment

- The full outstanding balance is payable no later than (e.g.) 4/6/10 weeks before the arrival date, along with a security deposit of €XX.
 - Reminders will not be sent, unless requested
 - If the full balance is not paid on time, we reserve the right to cancel your booking, in which case the deposit will be forfeited
- Bookings received within (e.g.) 4/6/10 weeks before the arrival date must be paid in full.

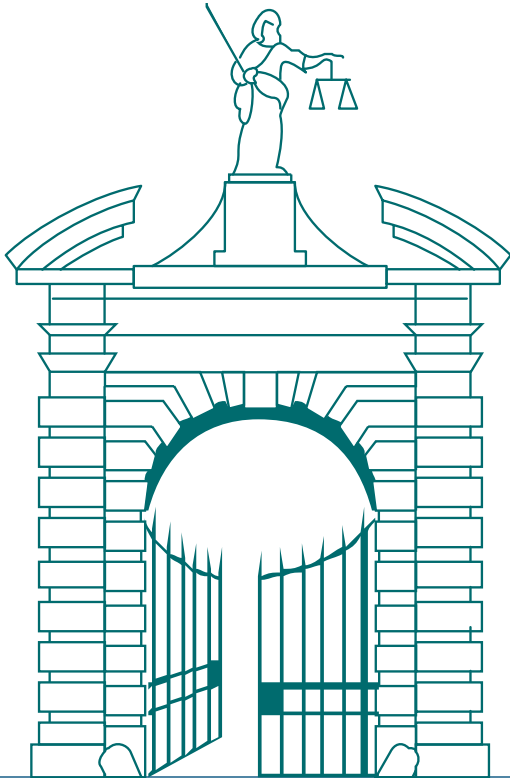


Full Pre-Payment



- A booking for [name accommodation] is only confirmed when full pre-payment of the total amount owed, along with a security deposit of €XX and a completed and signed booking form is received.
 - All payments must be made in euro currency
- Until the full pre-payment and the signed booking form are received, your booking is provisional
 - Provisional bookings are held for a maximum of (e.g.) 3/7 days from the date of enquiry and will be released without notice OR
 - Due to a high volume of booking enquiries, your requested accommodation will not be confirmed, held, or guaranteed without receipt of the full pre-payment and signed booking form

VAT



- Please note that Rates quoted include government tax (VAT) at the current rate of XX%.
- [Name business] reserves the right to amend these rates in the event of changes to the rate of tax, or the introduction of any new government levy.

Cancellation Policy: normal trading

- If you have to cancel for whatever reason, we will do our best to re-let the cancelled booking and refund your rental in full
 - less a Cancellation Administration Charge of €XX per [name the accommodation- house/cottage etc.] and
 - less any losses incurred if the accommodation is re-let to another party at a short notice, lower price
- Cancellations must be received as soon as possible in writing



Cancellation Policy: normal trading (cont'd)

- If we do not succeed in re-letting the [name the accommodation- house, cottage etc.] we reserve the right to apply cancellation charges as follows (for example):
 - 40/60/90 days in advance of arrival, a full refund of the rental fee is made, less an administration charge of €XX
 - 60 - 45 days in advance of arrival, (e.g.) 30% of the total rental fee, plus an administration charge of €XX applies
 - 45 - 22 days in advance of arrival, (e.g.) 60% of the total rental fee, plus an administration charge of €XX applies
 - Less than 21 days, (e.g.) 100% of the total rental fee applies
- Please note that cancellation fees and terms apply to fully cancelled bookings and partially cancelled bookings (for example, reducing a 14-night stay to a 7-night stay)



Cancellation Policy: Covid-19



- Should [name accommodation] have to cancel due to unforeseen circumstances, or a COVID-19 related matter, you will be informed immediately.
- In this case (for example) you will have the option of
 - Transferring the booking to a suitable date (e.g.) no later than December 2021 and (potentially for consideration) with a €XX gift card to spend in local stores for you to use, with our compliments
 - Having your booking refunded in full



Payments & Deposits | Being Responsible

- Follow the terms of your contract
- If money received is at risk of being refunded
 - place it in a separate bank account until you are certain it is yours to retain



Force Majeure Clause

If for any reason your booking needs to be curtailed, altered or cancelled due to circumstances beyond your (the customer) and/or our control (the supplier) that prevent, hinder or delay the ability for your booking to be realised (for example fire, flood, exceptional weather or environmental conditions, issues regarding water/electrical supplies, pandemics, epidemics, riots, acts of government, terrorism, earthquakes, war destruction/damage to the property or any other “force majeure” that is beyond the control of the customer and/or supplier), you will be offered

- the opportunity to defer your booking to an available date at no extra cost/at an equivalent cost up to (e.g.) 12/24 months after your original booking date OR
- a full refund, less an administration fee of €XX OR
- a partial refund of (e.g.) 30/50%. The remaining balance withheld can be set against a future booking made by you within (e.g.) 12/24 months of your original booking date



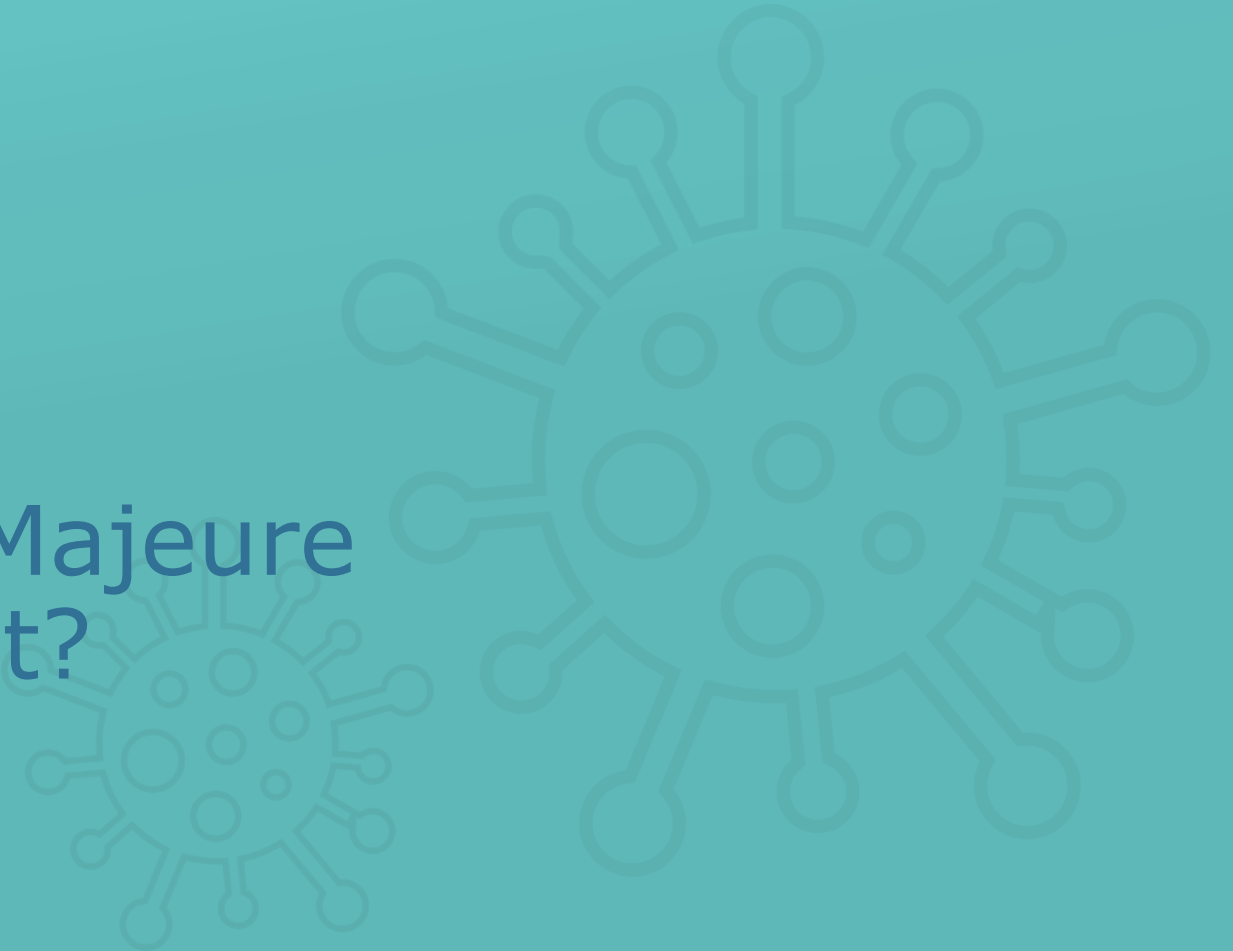


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POLL 3

Do you have a Force Majeure clause in your contract?



6

Creating Your Booking Form



Booking Form Template

Booking form: Please read carefully. All bookings must be in writing and accompanied by the relevant payment. Please print this form and return it ideally as a scanned document via email. Alternatively, please post the document to the noted address:



1. Please complete the key booker contact details below:

First name and surname of booker	
Email of booker	
Postal Address of booker	
Mobile Telephone Number	
Landline Telephone Number	



2. Please insert all the terms and conditions you would like to add below, itemising each term with clarity. For example:

1. Deposit

- A booking for [name accommodation] is only confirmed when a deposit of one third of the holiday rental (to the nearest Euro) together with a completed and signed booking form is received.
 - All payments must be made in euro currency.
- Until the deposit and the signed booking form are received, your booking is provisional.
 - Provisional bookings are held for a maximum of (e.g.) 3/7 days from the date of enquiry and will be released without notice.



Input Your T&Cs and Cancellation Policy here



3. Please input the booking details below:

Total number of people in the party		
Number of Adults		
Number of Children		
First Name and Surname of each person in the party. Maximum 5 (e.g.)		
Arrival Date and Time		e.g. 5pm
Departure Date and Time		e.g. 10am





4. Please clarify payment agreement terms:

- **Deposit payment:** I agree to forward a payment deposit of €XX for the above noted booking based on a total cost of €XX by _____
- **Final Payment:** I agree to forward payment of €XX including €XX rental balance plus €XX as the refundable security deposit) eight weeks prior to the letting or earlier.
 - I note and agree that my security deposit will be refunded (if no charges for breakages/damages apply) 10 days (e.g.) after my departure date.

I have read the Terms and Conditions attached and accepted it; I am over (e.g.) 21/25 years of age and accept that my booking is for the holiday period stated above. I am willing to accept responsibility for any breakages and will vacate the property at the conclusion of the period above as agreed.



Signed.....

Date.....

ADDITIONAL INFORMATION: If you need any further information on the property or facilities please do not hesitate to contact us. Please return this form as quickly as possible to guarantee your booking.



Signed agreement for
T&Cs and payments



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POLL 4

Based on the trading year 2019,
what % of your business was
achieved through 3rd Party
contracts such as OTAs?



7

Communicating your Offer To Drive Sales in 2021



3 Ways to Grow Revenue



Sales Channels

- Direct: e.g. website
- Indirect: e.g. OTA



Markets

- **Domestic:** ROI. Local (within e.g. 50 KMS), neighbouring counties, balance of counties
- **Island of Ireland:** ROI & NI
- **Global**



Customer Segments

- Holiday makers, Soft adventurers
- Families, Couples etc

Key Tools for Revenue Generation

Sales: Proactive & Reactive

- **Proactive:** identifying & converting leads
- **Reactive:** professional/friendly, swift and thorough replies

Marketing: Offline and Online

- **Offline:** brochures/radio/referrals
- **Online:** website/social media/eazines etc.

CRM/Database Management

- Recording where your bookings come from: sales channels /markets /customer segments etc.
- Collating GDPR compliant data: repeat potential customers = your family & club

Creating your plan





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Q & A



GOOD PRACTICE CONTRACT MANAGEMENT IN SELF-CATERING



For more details visit:

covid19.failteireland.ie



Or contact us at:

CustomerSupport@failteireland.ie