

GUIDANCE NOTE:

CONSIDERATIONS FOR WRITING TERMS AND CONDITIONS FOR B2B CONTRACTING

Accommodation

Reassure | Attention | Interest | Desire | Action

INTRODUCTION

This guidance note presents a range of suggestions and ideas for you to consider when writing up the terms and conditions (T&Cs) for your business to business (B2B) contracting.

The contractual clauses outlined are suggestions/ideas only and can be edited or amended accordingly by you when contracting.

As contracts can have a significant impact on your business, it is recommended that you validate your own contract terms and conditions with internal teams and external professional supports before signing the dotted line.

Sample Topics in your Terms & Conditions (T&Cs) Document for Business to Business (B2B) Contracting

1. Rate Basis	2. Rate Conditions	3. Room Supplements and Special Conditions	4. Free Room Places
5. Children's Policy	6. Additional Extras	7. Special Offers	8. Black-Out Dates and Fair Rates
9. Close Out Dates	10. FIT Allocations	11. Restrictions	12. Cancellation Policy
13. Resale of Rooms	14. Alternative Accommodation	15. Billing and Payment	



1. Rate Basis

Suggestions / ideas to consider

- **Rates quoted** are net of commission and include government tax (VAT) at the current rate of xx%. The Hotel 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.
(NOTE: COVER FOR CHANGE IN VAT CLAUSE)
- Rates include **service charges**. **Gratuities** are at a client's discretion.



Rate Basis (Cont.)

Suggestions / ideas to consider

Rate terms used in this contract apply as follows:

- **PPS** refers to per person sharing.
- **SS** refers to single supplement.
- **BB** refers to Bed & Breakfast rate.
- **DBB** refers to Dinner, Bed & Breakfast rate.

Dinner Supplement

- The meal plan included in DBB rates comprises a 3-course set menu, inclusive of starter, main course, dessert and tea/coffee.
- DBB rates apply to group bookings of minimum xx (e.g. 10/15 etc.) people
- Sample menu is attached. Please note that this menu is subject to change.
- 1 free meal per every (e.g.) 20 paying meals booked.



2. Rate Conditions

Suggestions / ideas to consider

Rates apply only to bona fide leisure FIT and ad hoc group leisure travellers booked via the Tour Operator cited in this contract. They do not apply to other client types, including business travellers, incentive, conference and events groups/delegates.

Rates are applicable for global markets only and are not applicable for sale to the domestic Irish market.

Rates are quoted exclusively for the named Operator on its own distribution system and are non-transferrable. Breaches to this will lead to termination of the contract.

Neither agreed rates nor allocations will feature on any public or consumer internet site. Nor should they feature on any distribution system that offers or sells directly to the public or are otherwise featured in the public domain. Under no circumstances are the rates provided to be sold unpackaged or independently to the consumer directly.

Rates are intended only for packaging with other elements of travel and must be packaged before onward distribution.

Any rates which are packaged and sold to another third party for onward distribution are bound by the terms and conditions of this contract. The Operator company cited on this contract will ensure communication of and compliance with said terms and conditions.

3. Room Supplements & Special Conditions

Suggestions / ideas to consider

The **single supplement** charge may be applied to a maximum number of XX single occupancy rooms per group booking. Thereafter, the full room rate applies.

Triple/Quad Room Reduction:

- €XX per person, per night to be deducted off the per person sharing rates.
- Triple room defines a room with one double and one single bed (3 single beds etc.).
- Quad room defines a room with two double beds (one double and 2 single beds etc.).



4. Free Room Places

Suggestions / ideas to consider

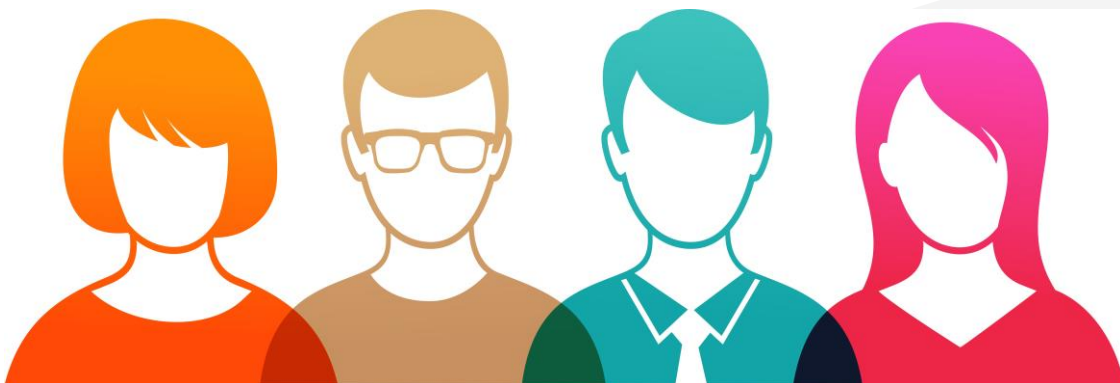
- Option 1: One free room permitted per every XXX (e.g. 15/20 etc.) paying guests
- Option 2: One free room permitted per every XXX (e.g. 15/20 etc.) paying rooms
- Maximum 2 free places permitted per confirmed group



5. Children's Policy

Suggestions / ideas to consider

- Children of 4 years of age and under are free once sharing in an adult's room. A quality travel cot with full bedding is included in the room price.
- A child aged between 5 years and 12 years or younger is subject to a supplement of €XXX per child when sharing in an adult's room. Breakfast is included in this rate.
- A child of 13 years plus is charged at the same rate as an adult.
- Dinner supplement per child up to 12 years old is €XXX. Price includes a main course and dessert from the children's menu.
- Dinner supplement for a child aged 13 years plus is charged the same as an adult.



6. Additional Extras

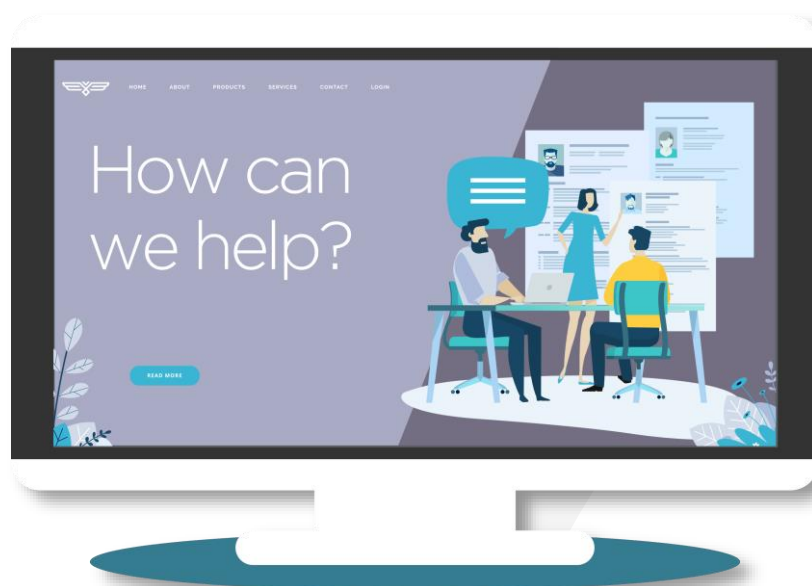
Suggestions / ideas to consider

- Portage: the charge is €X per bag each way.
- OR the charge is €X per person each way.

7. Special Offers

Suggestions / ideas to consider

- (E.G.) The Hotel commits to a 3 night and gets the third night free offer for Friday night arrivals throughout the months of July and August only.
- Such special offers are subject to the same black out/fair rate policy conditions as noted below.



8. Black Out Dates and Fair Rates

Suggestions / ideas to consider

In the past, accommodation providers have introduced black out or fair rate policies in contracts. These rate types operate as follows:

Black out rates: accommodation is made unavailable (closed out) via contract due to a high demand date such as a concert or sporting event.

Fair rates: accommodation is made available (i.e. not closed out) but, at a higher rate for a high demand date such as a concert or sporting event.

Clauses linked to these rate types are often noted as follows:

- While the Hotel will make every effort to limit the number of black out/ fair rate dates to those noted in this contract, occasionally further black out/fair rate dates may arise throughout the year.
- In this case, the Hotel commits to communicating additional black out/ fair rate dates verbally and in writing to the Operator.
- A minimum of (e.g. 30/45/60/90) days' notice period will apply to all newly advised blackout dates/ fair rate dates.

9. Close Out Dates

Suggestions / ideas to consider

E.G. Hotel closed for Christmas XX-XX inclusive

10. FIT Allocations

Suggestions / ideas to consider

- Agreed allocation commitment will be released back to the Hotel at 12.00 noon on the specified release date (e.g. 14/7 days in advance of date held).
- Bookings requested after this time are subject to availability.
- Allocations are based on agreed production levels. These will be reviewed on a quarterly/annual basis. Should allocations not be taken up the Hotel reserves the right, subject to written notice, to reduce the allocation, to amend the rate, or both.

Allocation is based on the agreed number of rooms held per night, excluding black out and close out dates as advised at the time of signing this contract and any additional such dates added during the season.

Fair rates apply to all allocations sold on all Fair Rate dates noted within the terms of this contract. (NB: if using Fair Rate policy).

11. Restrictions

Suggestions / ideas to consider

- No minimum stay restrictions apply to the allocations allowed.
- **OR** a minimum 2-night stay restriction applies on Friday and/or Saturday nights arrivals only.
- Determine if the above restriction applies to FIT free sale and allocation bookings only (or, otherwise).



12. Cancellation Policy

Suggestions / ideas to consider

Important Note:

- Regarding the management of cancellation policies, accommodation providers must ensure that they ONLY engage with the named tour operator who purchased the room (and any additional services) according to the agreed rates and booking terms.
- Under no circumstances should the accommodation provider engage with the tour operator's end client (to note that the end client could be a) a direct private customer of the tour operator or b) a professional travel partner who collaborates with the tour operator).

All amendments, including cancellations to bookings, must be notified in writing to the Hotel and the Operator must be able to supply proof of same.

FIT cancellation policy

- Cancellation policy for all FIT reservations is (e.g.) 48 hrs in advance of arrival date.
- Cancellations received after this time will be charged for the first night's accommodation.
- FIT Reservations - in the case of a 'No Show', one night's accommodation will be charged at contracted rate. Additional nights reserved will be released at no charge.

Cancellation Policy (Cont.)

Suggestions / ideas to consider

When cancellation is made	4/6 weeks in advance of arrival	Within 4 and 2 weeks of arrival	2 and 1 weeks of arrival	7 days and 4 days of arrival	3 days and day of arrival
Cancellation fee that applies	No cancellation charge	50% of total value of booking	75% of total value of booking	90% of total value of booking	100% cancellation fee

Group cancellation policy

The table outlines a sample cancellation policy:

- Final numbers must be confirmed (e.g.) 4/6 weeks out. Based on a min. group booking of XX (15/20 rooms), max. (e.g. 1, 2) rooms may be cancelled between 4 weeks and 72/48/24 hours of arrival. After this, cancelled rooms are charged in full.

13. Resale of Rooms

Suggestions / ideas to consider

- In all circumstances, the Hotel will endeavour to resell any rooms cancelled.
- For any cancelled rooms that are resold by the Hotel, cancellation charges will be deducted from the Operator's invoice.



14. Alternative Accommodation

Suggestions / ideas to consider

- Hotel reserves the right to arrange alternative comparable accommodation of similar standard and location where the booked accommodation becomes unavailable.
- In such eventuality the Hotel shall communicate at the earliest opportunity with the Operator in order to best facilitate both the Operator and its clients.

15. Billing and Payment

Suggestions / ideas to consider

Credit Account Customers

- Where an approved credit facility is in place invoices will be sent or emailed to the Operator on date of departure. Invoices are billed in local currency and the Operator agrees to discharge amounts payable in local currency within (e.g.) 28 days of stay/within 30 days of the invoice issue date.
- Failure to comply with credit terms will result in credit facilities being withdrawn.
- Hotel reserves the right to levy interest on overdue accounts at 2% per month or to levy the maximum amount allowable under law.
- Accommodation Vouchers presented by the guest/client on arrival should state clearly the services contracted and chargeable to the Operator.
- Credit card preauthorisation will be taken at check in to cover anticipated the client's incidental charges.

Non-Credit Account Customers

- Where a credit facility has not been arranged a deposit schedule will apply. Default in adhering to the deposit schedule may at the Hotel's sole discretion result in the cancellation of the booking and applicable cancellation fees will be charged.
- Standard Payment terms are as follows: (example below- some Hotels choose 3 instalment payment periods).

Billing and Payment (Cont.)

Suggestions / ideas to consider

Ad Hoc Group Bookings

- 10% booking deposit based on the total cost of booking required immediately on confirmation of the reservation in order to secure space.
- Balance of payment (90%) due with full rooming list payable 30 days prior to group arrival.
- Full prepayment required for all groups booked within 30 days of arrival.

FIT bookings

- Full prepayment required at time of booking.