

CA-TCtk01

Website terms and conditions template: hotel

Terms and Conditions [of your business name]

These terms and conditions regulate both the Booking you ordered through Our Website and the occupation of your Room or other facility when you come to our Hotel. When

We are [business name], a company incorporated in [country], number [].

GST/HST Registration Number:

You are: Anyone who uses Our Website or makes

These are the agreed terms

1. Definitions

“Booking”	means the booking for accommodation, Event and/or any other services or
“Event”	means an event of any sort organised by you in a Room [].
“Our Website”	means any website or service designed for electronic access by mobile or fixed devices which is owned or operated by us [or any member of the []].
“Room”	means any room offered for Booking.
“Hotel”	means [hotel name] which is owned by [your business name] of [], []
“Services”	means the provision by us of any accommodation, Room hire and/or supply of food and drink and

2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1. a reference to a person includes a human individual, a corporate entity and any organisation
- 2.2. the headings to the paragraphs and schedules (if any) to this agreement are inserted
- 2.3. any agreement by either party not to do or omit to do something includes an obligation not to allow some
- 2.4. these terms and conditions apply to all Bookings by us. They
- 2.5. this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or

3. Basis of Contract

- 3.1. In entering into this contract you have not relied on any representation or information from any source except the definition
- 3.2. You acknowledge that you understand exactly what is included in the Services and you are satisfied that the
- 3.3. The contract between us comes into existence only when we write to you to confirm your Booking request is available. Your payment does not create a contract. If
- 3.4. We may change this agreement and / or the way we provide a Room, at any time. If you make any payment for Rooms or Services in the

3.5. This agreement covers the terms of your Booking and of the occupation of the space you have booked. Some of our Services, such as the provision of food and drink and other Services provided at an Event are now or may in future be, available to you only subject to additional terms. Those terms

3.6. One or more notices in a Room you have booked or around the Hotel may contain information or our requirements as to procedures and behaviour. By accepting this agreement, you are deemed to have accepted these notices as being incorporated into this contract, conditionally only upon

3.7. If you book a Room for an Event in the name of a business or company, you confirm that you have full authority to do so and you accept personal liability for any breach of this contract by any person who attends your . (

4. Your Booking

4.1. You may place a Booking either by:

4.1.1 giving your credit or debit

4.1.2 paying for your Booking in

4.2. If you give us your credit or debit card details we do

4.3. **You cannot transfer or resell your Booking (in whole or in part).**

) []

OR

4.4. In making a [Our name] Booking you agree to not

[].

4.5. We reserve the right to terminate your Booking and retain any money paid to

[].

4.6. You may make a Booking on someone else's behalf.

4.7. You can only make a Booking if you are 18 years old or over.

18

[].

4.8. Sale rates are only available on Our Website.

4.9. You must ensure that the name on a booking is

4.10. If you book ten or more Rooms for the same night

4.10.1 You must be []

4.10.2 If you book 28 days or less

4.10.3 If you book more than 28 days before the scheduled date of arrival, you must pay a 10% deposit

5. Security of your credit card

We take care

- 5.1. Card payments are not processed on a page controlled by
- 5.2. If you have asked us to remember your credit card details in readiness for your next

6. The price and payment

- 6.1. Room prices are per Room, per /
- 6.2. Room and function Room prices are clearly set

OR

- 6.3. The price you pay
- 6.4. You may pay for breakfast at the
- 6.5. Prices are inclusive /
- 6.6. We accept payment by cash, credit/debit card (, ,)

- 6.7. If you would like to pay for a Room by credit card, we make an additional charge of \$ [2 . 00]
\$[2 . 00]
- 6.8. We accept payment by cheque on a company or business account provided we have []

7. Cancellation and relocation

- 7.1. A Room is reserved up to [1. 00]
- 7.2. You may cancel a Booking at any time before [10.00 am] on your arrival date or, if
[10 . 00] []
- 7.3. If you cancel within the periods specified above, we shall refund any payment you may have
- 7.4. The confirmation of cancellation that we
- 7.5. If you cancel a bedroom reservation after [1.00]
- 7.6. If a Room is ()
- 7.6.1 provide an alternative Room in the Hotel; or

7.6.2 at your request, cancel your Booking and

().

7.7. If you are due to pay on arrival at the Hotel we will take

8. Arrival and departure

8.1. Rooms are available [2 . 00pm]

8.2. Please let us know
[11 . 00pm].

8.3. Your Room must be vacated by [12.00pm noon]

9. Our minimum provision: Rooms

Complete this

9.1. A family Room provides accommodation as follows:

9.2. A standard / / :

9.2.1 []

9.2.2 [6 . 30
7 . 00 10 . 00] [11 . 00]

10. Restrictions

10.1.

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10.2.

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10.3.

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11. Event management

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11.4.

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11.5.

12. Disclaimers and limitation of liability

12.1.

12.2.

12.3.

12.4.

12.5.

\$ [10 , 000].

12.6.

12.6.1 indirect or consequential loss; or

12.6.2

12.7.

13. Your indemnity

13.1. your breach of this agreement;

13.2.

13.3. the engagement of any external contractor by you;

13.4.

14. Miscellaneous matters

14.1.

14.2.

14.3.

14.4.

It shall be deemed to have been delivered:

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72 ;

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14.5.

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14.6.

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14.8.

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Explanatory Notes:

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Paragraph Specific Notes

Drafting notes following the numbered paragraphs

1. Definitions

We know nothing about your business, so we cannot provide you with defined terms which precisely describe what you sell. Most people do not read your terms (“ ”).

By all means use the search and replace function in your word processor to change them, either to other general ,

We use

“Event”

“Our Website”

You decide to change to

“Show” / “Match” / “ ”

“The Jones Site” / “ ”

But if you do change the defined word, **make**

Remember too, that when a word or phrase is defined, the defined

You should first decide on the contents of the document, then return to check

2. Interpretation

Leave these items in place unless there is a good reason to edit

3. Basis of contract

This important paragraph is a mix of important law and matters you decide as policy. We have provided a long menu to enable you to

4. Your Booking

These points are matters for your choice. You can delete

5. Security of your [credit card]

This paragraph is more for information than contractual commitment. We have included it here because many users

For payment you may have various alternatives like

6. The price and payment

The option is to cover the possibility of your using differential pricing software which automatically

7. Cancellation and relocation

This is a menu of

8. Arrival and departure

None of this information need be placed in this document. All could be on a web page only.

9. Our minimum provision: Rooms

Further general matters,

10. Restrictions

This is a short

11. Event management

Because an event may be a high value,

12. Disclaimers and limitation of liability

You will see that we have also included in the provision for directors

13. Your indemnity

We suggest no edits.

14. Miscellaneous

A number of special points we have identified each of these as important

End of notes