

IN-TCtk01

Website terms and conditions template: hotel

Terms and Conditions [of your business name]

These terms and conditions regulate both the booking you make and the occupation of your room or other facility when you come to us. When you use

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

VAT Registration Number:

You are: Anyone who uses our website or who books accommodation

These are the agreed terms

1. Definitions

“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 [name] group of].

“Room” means any room booked or 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 any party not to do or omit to do something includes an obligation not to allow some ;
- 2.4. All money sums mentioned in this agreement are calculated net of VAT, which
- 2.5. These terms and conditions apply to all supplies of Rooms by us. They
- 2.6. 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
- 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 that the Room you want 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

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

3.7. If you book a Room for an Event in the name of a business or company, you confirm that you

4. Security of your credit card

4.1. We take care to make our Website safe for you to use. Card payments

4.2. If you have asked us to remember your credit card details in readiness for your next

5. The price and payment

5.1. Room prices are per Room,

5.2. Room and function Room prices are clearly set

OR

5.3. The price you pay

5.4. You may pay for breakfast at the

5.5. Prices are inclusive

5.6. We accept payment by cash, credit/debit card (, ,)

5.7. If you would like to pay for a Room by credit card, we make an additional charge of Rs. [200 . 00]
[200 . 00]

6. Reservation and cancellation

6.1. You may reserve a room either by:

6.1.1 giving your credit or ;

6.1.2 paying for your Room in ,

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

6.3. We accept payment by cheque on a company or business account provided we have

- 6.4. A Room is reserved up to [1.00]
- 6.5. You may cancel a reservation of a bedroom at any time before [10.00 am] on your arrival date or, [10 . 00]
- 6.6. If you cancel within the periods specified above, we shall refund any payment you may have
- 6.7. The confirmation of cancellation that we
- 6.8. If you cancel a bedroom reservation after [1.00]

7. Arrival and departure

- 7.1. Rooms are available [2 . 00pm]
- 7.2. Please let us know [11 . 00pm].
- 7.3. Your Room must be vacated by [12.00pm noon]

8. Our minimum provision

Complete this

8.1. A family Room provides accommodation as follows:

8.2. A [standard / /]
:

8.3. We will [].

8.4. Breakfast is served in the restaurant between [6.30 am 10 . 00
] [7 . 00 11 .
00].

9. Restrictions

For yourself and every person in your

,
:

9.1. ,
;

9.2. ,
;

9.3. [, ,]
;

9.4. .
,

9.5. ,

9.6. , , , , .
,

10. Event management

10.1.

10.2.

10.3.

10.4.

10.5.

10.6.

11. Disclaimers and limitation of liability

11.1.

11.2.

11.3. () , ,) , ,

11.4. , , [. 100 , 000].

11.5. :

11.5.1 indirect or consequential loss; or

11.5.2 , ,

11.6. .

12. Your indemnity

, , : , ,

12.1. your breach of this agreement;

12.2. , , ;

12.3. the engagement of any external contractor by you;

12.4. , .

13. Miscellaneous matters

13.1.

13.2.

13.3.

13.4.

13.5.

13.6.

13.7.

].

Explanatory Notes:

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General notes

1. What does a T&C document do?

A terms and conditions document serves two prime purposes: first, it sets out the terms under which you have agreed to accept business. Everyone can see the details of the contract between you and your contract party can decide whether or not to enter into a contract on these terms. Secondly, the document affirms the legal rights of the parties, so that either can sue the other in court for a

2. How much information should I include in my & ?

Terms and conditions should provide a legal framework. The document should be all-inclusive of the structure of the contract but need not include detail which may change from time to time, such as prices,

3. Representations on other pages of your site

Note that while the purpose of this document is to set out the terms of the contract with a customer, statements made and information given on your web pages will be regarded by a judge as “representations” which may have induced your customer to enter into a contract with you. You cannot therefore avoid a

4. Making your terms sound friendlier

You may have read the T&C of a large hotel chain and you want yours to flow in the same gentle way, instead of being "legal". As

However, the sites that use softer language tend to have very deep pockets and access to the best litigators. They feel safe because the probability of a successful case against them is low, and the

It is much easier to sue a smaller company successfully. If you want to feel as safe,

Although their terms and conditions appear to be friendly and even casual, they will have been carefully drawn by expert lawyers, to the point where every word will have been considered, just as we have considered

5. Make sure it bites

It is essential that terms and conditions are incorporated into the contract. If they are not drawn to the customer's attention until after the contract has been made, then they do not form

It is important that the customer has to take some positive step to confirm that he has read the terms. The usual device for doing so is a check box, and if you do use one it is important that it is not pre-checked. It is

"I have read and understood [your name]'s terms and conditions, and I agree that they

A better acceptance device is one that compels the customer to go to a page containing the terms and conditions, and where the confirmation of acceptance is on that same page at the

6. Enforcing terms when the party to

If someone comes to you otherwise than via your website, you must find some other way of obtaining his agreement to your terms. By far the best way is by a signature. That means you will need a second version of this document that provides at the

7. If this document is a contract, ?

It is not necessary (although it is safer) for the other to be identified by name, "You" is enough. However, you do have to be accurately identified. Under the

Electronic Commerce laws, you must clearly state the real name of you or

8. Can I just close the line spacing ? 8

We do not advocate small print or close type. The whole thrust of the Consumer Protection Act 1986, the Information Technology Act, 2000 and the Monopolies 1969

Paragraph Specific Notes

Notes following the numbered paragraphs

1. Definitions

The defined terms that we use are unlikely to

By all means use the search and replace function in your word processor to

But if you do change the defined word, make sure it applies to every use of it in the document.

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

It is important to make clear when the contract comes into effect. Without specifying, your website will be regarded

You cannot put every restriction and term into this document, or even onto your website. You are dealing with practical situations and they change from time to

4. Security of your credit card

This paragraph is more by

5. The price and payment

The option is to cover the possibility

6. Reservation and cancellation

This is a menu of

7. Arrival and departure

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

“ ”

8. Our minimum provision

Further general matters,

9. Restrictions

This is a short

10. Event management

Because an event may be a high value,

11. Disclaimers and limitation of liability

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

12. Your indemnity

Although this paragraph covers all visitors,

Elsewhere in the document we have specified concisely that any provision which offends should be reduced,

13. Miscellaneous

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

End of notes