

IN-TCtk02

## **Website terms and conditions template: bed and breakfast business**

## 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 [\[your business name\]](#)

Our address is [\[address\]](#)

VAT Registration Number:

You are: Anyone who uses our website

### These are the agreed terms

## 1. Definitions

“Our Website”	means any website or service designed for electronic access by mobile or fixed devices
“Room”	means any room booked or offered for booking
“Premises”	means our <a href="#">[hostel / bed and breakfast / hotel / home]</a>
“Services”	means the provision by us of any accommodation and/or supply

## 2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1. Any agreement by any party not to do or omit to do something includes an obligation not to allow some
- 2.2. All money sums mentioned in this agreement are calculated net of VAT, which

### **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 descriptions of

3.2. You acknowledge that you understand exactly what is

;

3.3. The Contract between us comes into existence only when we write to you to confirm

3.4.

3.5. We may change this agreement and / or the way we provide a Room,

3.6. One or more notices in a Room you have booked or around the Premises may contain

3.7. If you book a Room in the name of a business or company,

### **4. Security of your credit card**

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

## 5. The price and payment

- 5.1. Room prices are per Room, per night  
[ / ]
- 5.2. The price you pay
- 5.3. Prices are inclusive
- 5.4. We accept payment by cash, credit/debit card ( , , )
- 5.5. 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 it [ ]

- 6.4. A Room is reserved up to [6.00 ]
- 6.5. You may cancel a reservation of a [ 10 . 00 ]
- 6.6. If you cancel within the period specified above, we shall refund any payment you may have

## 7. Arrival and departure

- 7.1. Rooms are available from [ 2 . 00 ]
- 7.2. Please let us know [ 10 . 00 ].
- 7.3. Your Room must be vacated by [10.00 am]

## 8. Our minimum provision

Complete this

- 8.1. A family Room provides accommodation as follows:

8.2. [ / / ]  
:

8.3. [ ]

8.4. [ 7 . 30 9 . 00 ]  
[ 8 . 00 10 . 00 ]

## 9. Restrictions

9.1.

9.2.

9.3.

9.4.

9.5.

## 10. Disclaimers and limitation of liability

10.1.

10.2.

10.3.

10.3.1 indirect or consequential loss; or

10.3.2

10.4.

## 11. Your indemnity

11.1. your breach of this agreement;

11.2.

11.3.

## 12. Miscellaneous matters

12.1.

12.2.

12.3.

12.4.

12.5.

12.6.

, [ , , , ] .

12.7. The validity, construction and performance of this agreement shall be governed by the laws of the Republic of India.



# Explanatory Notes:

## Website terms and conditions template: bed and breakfast business

### 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

## **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

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**

Edit

**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. Disclaimers and limitation of liability**

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

( )

## 11. Your indemnity

Although this paragraph covers all visitors, it is business visitors who

The law is complicated and much depends on the facts of each case. Our best advice

1930 ,  
1986

## 12. Miscellaneous

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

**End of notes**