

NZ-TCtk02

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

## Terms and Conditions

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 House. When

We are [your business name], name of [person/name of company] a company registered in [country], [ ]. [ ]

Our address is [address]

GST Registration Number: [number]

You are: Anyone who uses Our Website

### These are the agreed terms

## 1. Definitions

“Booking”	means the booking of accommodation offered by
“Our Website”	means any website or service designed for electronic access by mobile or fixed devices which is owned or operated by
“Room”	means any room offered for Booking.
“House”	means our [hostel / bed and breakfast / hotel / home]
“Services”	means the provision by us of any accommodation and/or supply

## 2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1. the headings to the paragraphs and schedules (if any) to this agreement are inserted

- 2.2. any agreement by either party not to do or omit to do something includes an obligation not to allow some
- 2.3. all money sums mentioned in this agreement are calculated net of GST, which
- 2.4. 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 Booking details, the descriptions
- 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. One or more notices in a Room you have booked or around the House may contain information or our requirements as to procedures and behaviour. By accepting this agreement, you are deemed
- 3.6. If you book a Room in the name of a business or company, you confirm that you have full authority to do so and you accept personal

## 4. Your Booking

4.1. You may place a Booking either by:

4.1.1 giving your credit or

;

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

## 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 night  
[ / ]

6.2. The price you pay

6.3. Prices are inclusive of

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

6.5. If you would like to pay for a Room by credit card, we make an additional charge of \$[2 . 00 ]  
\$ [ 2 . 00 ]

6.6. We accept payment by cheque on a company or business account provided we have it [ ]

## 7. Cancellation and relocation

7.1. A Room is reserved up to [6. 00 ]

7.2. You may cancel a Booking order at [ 10 . 00 ]

7.3. If you cancel within the period specified above, we shall refund any payment you may have

7.4. The confirmation of cancellation that we

7.5. If you cancel a Booking request after [1.00 ]

7.6. If a Room is ( )

7.6.1 provide an alternative Room in the House; or

7.6.2 at your request, cancel your Booking and

( ).

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

( ).

## 8. Arrival and departure

8.1. Rooms are available from [ 2 . 00 ]

8.2. Please let us know  
[ 10 . 00 ].

8.3. Your Room must be vacated by [10.00 am]

## 9. Our minimum provision: Rooms

*Complete this*

9.1. A family Room provides accommodation as follows:

9.2. / /  
:

9.3. [  
].

9.4. [ 7 . 30 9 . 00 ]  
[ 8 . 00 10 . 00 ]  
].

## 10. Restrictions

, :

10.1. ,  
;

10.2. .  
,

10.3. ;

10.4. .

10.5.

## 11. Disclaimers and limitation of liability

11.1.

11.2.

11.3.

11.4.

11.4.1 indirect or consequential loss; or

11.4.2

11.5.

## 12. Your indemnity

12.1. your breach of this agreement;



12.2.

12.3.

## 13. Miscellaneous matters

13.1.

13.2.

13.3.

It shall be deemed to have been delivered:

13.4.

13.5.

.

13.6.

, [

,

,

,

].

,

13.7.

,

.

## Explanatory Notes:

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

## 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 (even if they have to “tick the box”). By all means use the search and replace function in your

**We use**

“House”

“Our Website”

**You decide to change to**

“Hotel” / “Bed and breakfast”

“The Jones Site” / “

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

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**

Edit these paragraphs to

#### **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. Disclaimers and limitation of liability**

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

. ( )  
,

## **12. Your indemnity**

We suggest no edits.

## **13. Miscellaneous**

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

**End of notes**