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 registered in [country], number [■ ■ ■ ■ ■ ■
VAT 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

3.

In this agreement unless the context otherwise requires:

	3
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
Bas	is 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
Υοι	ur Booking
You	,
	ır Booking
	Ir Booking You may place a Booking either by: 4.1.1 giving your credit or debit card details at the time of ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■
	You may place a Booking either by: 4.1.1 giving your credit or debit card details at the time of 4.1.2 paying for your Booking in 4.1.2 paying for your Booking in 4.1.3 paying for your Booking in 4.1.4 paying for your Booking in 4.1.5 paying for your Booking in 4.1.6 paying for your Booking in 4.1.7 paying for your Booking in 4.1.8 paying for your Booking in 4.1.9 paying for your
4.1.	You may place a Booking either by: 4.1.1 giving your credit or debit card details at the time of 4.1.2 paying for your Booking in 4.1.2 paying to your Booking in 4.1.3 paying for your Booking in 4.1.4 paying for your Booking in 4.1.5 paying for your Booking in 4.1.6 paying for your Booking in 4.1.7 paying for your Booking in 4.1.8 paying for your Booking in 4.1.9 paying for your booking in 4.1.9 paying for your booking in 4.1.9 paying for your booking in 4.1.9 paying for your booking in 4.1.9 pa
4.1.	You may place a Booking either by: 4.1.1 giving your credit or debit card details at the time of 4.1.2 paying for your Booking in 4.1.2 paying to your Booking in 4.1.3 paying for your Booking in 4.1.4 paying for your Booking in 4.1.5 paying for your Booking in 4.1.6 paying for your Booking in 4.1.7 paying for your Booking in 4.1.8 paying for your Booking in 4.1.9 paying for your booking in 4.1.9 paying for your booking in 4.1.9 paying for your booking in 4.1.9 paying for your booking in 4.1.9 pa

4.

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.
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 • • • • • • • • • • • • • • • • • •
	,

		28
5.	Sec	curity of your credit card
	We t	ake 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,
	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

4.10.3 If you book more than 28 days before the scheduled date of

arrival, you must pay a 10% deposit ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

	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 • • • • • • • • • • • • • • • • •
	6.8.	We accept payment by cheque on a company or business account provided we have
7.	Can	cellation 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
	7.3.	[10 . 00 • • •] • • • • • [• • • • • • • • • •

	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.	Arri	val and departure				
	8.1.	Rooms are available $\blacksquare \blacksquare \blacksquare$				
	8.2.	Please let us know = = = = = = = = = = = = = = = = = = =				
	8.3.	Your Room must be vacated by [12.00pm noon] , , , , , , , , , , , , , , , , , ,				
9.	Our	minimum provision: Rooms				
	Comp	olete this = = = = = = = = = = = = = = = = = = =				
	9.1.	A family Room provides accommodation as follows:				
	9.2.	A standard / • • • • / • • • • • • • • • • • • •				
	9.3.	We will • • • • • • • • • [• • • • • • • • •				

9.4. Breakfast is served in the restaurant between [6.30 am = = = 10 . 00 = = =] = = = = = [= = = = 7 . 00 = = = = = 11 . 00 = = = = = 1.

10. Restrictions

10.5.

11. Event management

11.1.

	11.2.	
	11.3.	
	11.4.	
	11.5.	
	11.6.	
12.	Disc	claimers and limitation of liability
	12.1.	
	12.2.	
	12.3.	
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	12.5.	
	40.0	■.
	12.6.	, • • • • • • • • • • • • • • • • • • •
	12.7.	
		12.7.1 indirect or consequential loss; or
		12.7.1 Indirect of consequential loss, of
	12.8.	•••••
13.	You	r 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.	2018
14.2.	
14.3.	
14.4.	
115	
14.5.	
	■■■-■■■. It shall be deemed to have been delivered:
	;
	• • • • 72 • • • • • • • ;
	24
	= =].

14.6.		, .		
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			[/ /	.] ,
		/]	

Explanatory notes:

Website terms and conditions template: hotel

General notes

1. About the Consumer Contracts (ICAC) Regulations 2013

A hotel business is partially exempt from the Regulations. We have written a number of <u>articles explaining each point</u>.

To keep it simple, when a customer asks for booking, The ONLY provisions which affect your business are provision of information relating to rooms (• •

The required information is explained fully in our article "<u>Information</u> requirements for <u>Distance Contract</u>". Here is a short version:

- a. description of the main characteristics of the rooms ■ ■ ■ ■ ■
- b. the total price of the goods or services $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \equiv \blacksquare \equiv \blacksquare$;
- c. Your identity, land address and full **•••••**;
- d. the arrangements for payment and delivery of ■ ■ ■ ■ ;
- e. the telephone cost of communicating with you when it is not calculated

The rooms you book and other services (if any) you offer is for a specific date; therefore, your customer does not have any right under the Regulations to cancel the booking and claim a refund. Rather cancellation will be dealt on the terms of your

We have drawn a comprehensive privacy notice. It reassures your website visitors that you take their privacy seriously. More importantly, your adopting it will prompt you to make whatever changes are necessary in your day to day business. You can download it at https://www.netlawman.co.uk/d/website-privacy-policy

	For this terms and conditions document, you do not have to explain to customers that you comply with law - any more than you would • • • • • • • • • • • • • • • • • • •
	As a vastly reduced summary, the important areas of the I I I I I I I I I I I I I I I I I I
	 you do not have a provision where you are assuming implied consent of customer to use his information I I I I I I I I I I I I I I I I I I I
	 if you allow a user to post information to your website, you may not process, edit or change that information without express consent, if such
	Until now, you could simply ask for a tick to a box indicating that your customer or client has read your T&C. That is no longer good enough. You need
	 The most important elements of data to consider are personal data and any data which you want to use - ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	You may find full list at:
	https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/
	We have drawn this terms and conditions document on the assumption that you would make practical changes on your website
Para	agraph Specific notes
Notes	numbering refers to paragraph numbers.
1.	Definitions
	We know nothing about your business, so we cannot provide you with defined terms which precisely describe what

	••••••	
	We use	You decide to change to
	"Event"	"Show" / "■ ■ ■ " / " ■ ■ ■ "
	"Our Website"	"The Jones Site" / " ■ ■ ■ ■ ■ ■ ■ "
	But if you do change	e the defined word, make = = = = = = = = = = = = = = = = = = =
	Remember too, that	when a word or phrase is defined, the defined $\blacksquare \blacksquare \blacksquare \blacksquare$
		• • • .
	You should first dec	ide on the contents of the document, then return to check
	•••••	
2.	Interpretation	
	Leave these items in	n place unless there is a good reason to edit
3.	Basis of contract	
		graph is a mix of important law and matters you decide as vided a long menu to enable you to
	•••••	■ ■ .
4.	Your Booking	
	These points are ma	atters for your choice. You can delete ■ ■ ■ ■ ■ ■ ■ ■ ■
_	0	- P4 1
5.	Security of your cr	edit card
	This paragraph is m	ore for information than contractual
	•••••	
	For payment you ma	ay = = = = = = , = = = .

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

6.	The price and payment
	The option is to cover the possibility
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 • • • • • • • • • • • • • • • • • • •

	We have put limits on •••••••••••••••••••••••••••••••••••
13.	Your indemnity
	We suggest no edits.
14.	Miscellaneous
	A number of special points we have identified each of these as important
	Rights of Third Parties Act

End of notes