

# A Guide to Developing Tourist Accommodation Booking T&Cs

## Introduction

The following information provides some best practice advice and guidance on developing T&Cs for your tourist accommodation. The guidance is not designed to be definitive but highlights areas that you should consider. Each business has its own requirements, depending on the type of accommodation and the guests it attracts, therefore, if you require precise or detailed information on anything mentioned in this guidance, or on the legal implications for you in particular, you should consult a professional legal adviser.

T&Cs should be clear, easy to follow and make sense to visitors (translating the T&Cs should be considered if you receive a high number of foreign language speakers). It is important to make sure they are tailored to suit the needs of your business - you cannot assume another business will have the same needs as yours. For example, a self-catering unit will not have identical conditions to that of a hotel.

You should provide guests with a copy of any T&Cs before they book. They should be included on your website or conveyed to guests via email, telephone or in writing. If you take online bookings, it is a good idea to have a 'tick-box' where the guest has to confirm that they have read and accepted the T&Cs.

Once you accept the booking this forms a legal contract between you and your guest, who will be bound by the booking contract to adhere to those T&Cs.

### T&C's usually cover

- Terms of Booking
- Booking Deposit
- Check in/Check out
- Cancellation, Refunds & Non-Arrival conditions
- Damage & Theft
- Wi-Fi & Fair Usage Policy
- Smoking
- Pets
- Parking
- Restricted Areas
- Accessibility
- Personal Details & Privacy
- Right To Cancellation
- Complaints
- Our Right to Cancellation

## Terms of Booking

Once you have accepted a booking whether it is online, by email, telephone or in writing, a legally enforceable contract exists between you and the guest. Any changes to the booking may be made later by mutual agreement.

### Example

- In making a booking with us, you agree to accept our T&Cs.
- The T&Cs below apply to all bookings whether made online through our website or made by email, telephone or in person.
- By placing a booking with us, you and your party (guests) agree to the following T&Cs as set out. If you have questions please contact us before making a booking.
- To place a booking with us the lead guest must be at least 16 years of age. Only the lead guest and the named booking party are allowed to use the property and its facilities.
- By placing this booking, this confirms that this contract is between you, your party and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to change any of the agreed terms.

Please note, if you update your T&Cs, you should only incorporate the updated Terms into any new bookings that may be made, or if a guest agrees that the updated Terms will be incorporated into the booking.

## Booking Deposit

It is now common practice for accommodation providers to take deposits at the time of booking; or ask for credit card details to guarantee the booking and reduce exposure to cancellations. If a guest refuses to pay, you may be able to charge their credit /debit card, but in order to do this you must clearly inform the guest of your cancellation policy before or at the time of booking.

In addition, if you require a security deposit for your accommodation it is best practice to make guests aware in advance of their arrival.

### Example

- A non-refundable deposit of £100 is required to secure your booking. Full payment will be due 14 days prior to arrival.
- You will be asked to guarantee your booking with a debit or credit card.
- A full non-refundable, non-transferable payment is required at the time of booking.
- Pre-payment is not required but payment will be due on date of departure and can be made by a debit or credit card or by cheque with a valid cheque guarantee card. On arrival, all reservations will require a pre-authorisation with a credit card or cash deposit to cover incidentals during your stay.
- On arrival, you will be required to pay a deposit against damage or cleaning. Charges will only be incurred upon excessive carelessness. The deposit will be returned at the end of your stay.

## Damage & Theft

You can outline any charges that may be associated with damage caused to the property or fixtures and fittings or theft of fixtures and fittings. Your T&Cs can outline your liability for loss or damage within reason. However, legally you cannot limit your liability for death or personal injury from negligence of an employee, agent or yourself.

### Example

- On arrival, you will be required to pay a deposit against damage or cleaning. Charges will only be incurred upon excessive carelessness. The deposit will be returned at the end of your stay less the cost of damage/breakages.

- Please treat the accommodation and facilities with due care so that other guests may continue to enjoy them. In the event that you notice damage in your accommodation please let us know immediately so that we can take appropriate action.
- We reserve the right to charge the lead guest for any damages caused through the course of a booking by any member of the booking party. This includes breakages, spillages, damages to furniture or fixtures and fittings. Any accidental damages should be reported as soon as possible in order to minimise damage and associated costs. Lost keys, fobs and access cards will incur a replacement charge.
- In making a booking, you accept responsibility for any breakage or damage caused by you or any member of your party and agree to indemnify us in full for any loss that we may incur as a result.
- Theft of any fixtures or fittings from the property will result in your damage deposit being retained.

## Check in / Check out times

It is preferable to include details of check in and check out times for your guests to ensure that rooms are occupied /vacated in a timely fashion. This allows adequate time to ensure rooms are cleaned and bed linen replaced etc. for the next guest arriving. You may also wish to stipulate an additional charge for late check out for guests if agreed in advance.

### Example

- Guests must check in and check out by the times stated below:
  - Check in by: 2pm and before 7pm on day of arrival
  - Check out by: 11am on day of departure.
- Your room will be available from 1pm. Please advise us if you will be arriving after 10pm. Check out time is 11am. Should you require a later check out time please advise us on arrival, although this will incur an additional charge of £20 per room.

## Cancellation, Refunds & Non-Arrival conditions

T&Cs should always cover any cancellation charges, and wherever possible require that a certain period of notice be given.

To avoid problems with accommodation cancellation, no-shows or curtailment you must make guests aware of your cancellation and refunds policy before accepting their booking.

It is essential that you clearly advise the guest that their card account will be charged in the case of cancellation; that an administration fee can be charged for the loss of business; and that this can vary according to the amount of notice given. If a deposit has been paid, it or part thereof may also be retained.

Although your guest does not have an automatic right to a refund if they cancel, remember to be fair and flexible where possible and use all reasonable endeavours to accommodate a customer request to alter a booking. In this way, a guest is more likely to book directly with you and trust you with their business.

### Example

- If a booking is cancelled or modified up to 7 days before date of arrival, no fee will be charged. If cancelled or modified later or in the case of a no-show, the total price of the reservation will be charged.
- The remaining balance for your booking should be paid 4 weeks prior to arrival and is non-refundable at this stage.
- If a cancellation is requested more than 6 weeks in advance of arrival, the balance of any monies paid less the deposit will be returned. If the cancellation is requested within 6 weeks of arrival, we will retain the deposit and reserve the right to retain the balance (should it not be possible to re-let the property for this period).
- The remaining balance for your booking should be paid 4 weeks prior to arrival and is non-refundable at this stage.
- We will use all reasonable endeavours to accommodate your request to alter a booking. Where your request cannot be met, we will give you the option to let the booking stand unaltered or to treat the booking as cancelled in accordance with our cancellation policy.

- If you wish to end the contract with us, you need to tell us you wish to end the contract. To end the contract with us, please let us know by doing one of the following:
  - a) Phone or email - Call customer services on [insert phone number] or email us at [insert email address]. Please provide your name, home address, details of the booking and, where available your phone number and email address.
  - b) Online - Complete the form [insert link to online form] on our website.
  - c) By post - Print off the form [insert link to printable form] and post it to us at the address on the form.

If a guest does cancel a booking or checks out early, they are in breach of the booking contract they have with you and you may be entitled to claim damages. This applies whether or not you have cancellation procedures as a booking condition although if you have these procedures they will normally prevail.

If you want to make a claim for damages, you must first make every reasonable effort to minimise your loss by trying to re-let the accommodation. If you re-let the room at the same price, you should not have suffered a loss and so cannot make a claim. If you can't re-let the accommodation, you will be entitled to claim damages that reflect your actual losses caused by the cancellation. This is the cost of the booking, or the part of it for which the accommodation could not be re-let, less the value of any items included in the price which you did not have the expense of supplying, e.g. food, light, and heat. You may keep the deposit, setting it off against the amount claimed.

You must wait until the period of the booking has elapsed before you can send the guest an invoice for the amount claimed (this should be exclusive of VAT, as no services have been provided).

If the guest is refusing to meet your claim, you could consider pursuing the claim through the [small claims court](#). A small claim can be for any amount up to £3,000. You will have to pay a fee to start your claim, but this will be added to the money that you are already owed.

## Wi-Fi & Fair Usage Policy

If you provide free Wi-Fi internet access for your guests, you may wish to introduce a fair usage policy. This will ensure that guests accept to use this access to the internet fairly and appropriately.

### Example

- We may monitor network performance and user usage in order to maintain a fair and high level of service to all our guests.
- Internet access provided is intended for general use such as email, messaging, social media and light media streaming. It is not intended or ideally suited for heavy media streaming, online gaming or extensive downloads/uploads.
- Access to illegal activity or use of our network for illegal activity is prohibited and will be reported to local authorities.

## Smoking

You should clearly stipulate your smoking policy.

### Example

- We are committed to providing our guests with a smoke-free environment. Although smoking is not permitted within the property, guests who smoke are permitted to do so outside in designated areas.
- We respectfully request that all guests refrain from smoking in the rooms and instead use the dedicated outdoor smoking area.
- Please be aware that all bedrooms are non-smoking.
- All rooms and properties are smoke free and a penalty fee may be applied if you smoke in these areas. There are designated smoking areas outside for your convenience.

## Pets

You should state if pets are permitted on your premises and what services you offer for guests with pets.

### Example

- We offer pet friendly accommodation. Restrictions may apply in some areas. Please contact us directly for more information.
- We are able to accommodate pets, given prior notice. We do charge a deposit, which is fully refunded on departure subject to there being no soiling or damage caused. Please contact us directly for details.
- We do not accept pets throughout the accommodation, except for service dogs.

## Parking

It would be appropriate to stipulate parking facilities or any associated charges.

### Example

- There is free parking on site. Where on-site parking is provided guests accept that they park their vehicles at their own risk.
- We offer underground parking facilities, which are available for guest use on a complimentary, first come, first served basis. The car park is limited to 40 spaces and accessed from the front of the property using a one-way system. Entry and exit to the car park is via intercom request, residents may access using room key cards.
- There are limited free car parking spaces available. However, there is free on street parking directly across the road from the property.
- Guests may also avail of discounted parking rates at the local multi-storey car park. To avail of discounted rates parking tickets must be validated at reception prior to departure.

## Restricted Areas

If you operate your accommodation business from a working farm, you may want to include conditions in relation to access to certain areas.

### Example

- This is a working farm please do not access areas that are clearly marked “Keep out”.
- This is a working farm please ensure that you close gates behind you.

## Accessibility

Every business has a legal duty to take reasonable steps to ensure that disabled people can access their services. The Equality Commission for Northern Ireland has developed the "[Every Customer Counts](#)" initiative to support Northern Ireland traders seeking to promote accessible services. You may wish to provide their inclusive [customer service statement & notice](#) to tell your customers about the steps you have taken to make every customer count and download their [self-audit tool](#) to identify any potential service gaps or possible areas for improvement.

### Example

- We have provided information on our accessibility [here](#) (insert your link), which you can download and read.

## Personal Details & Privacy

Customer Care should be at the heart of your approach to handling your guests' personal information. Treating your customer data with respect to their rights and freedoms and being fair and transparent with your use of their data will earn the trust of your clientele.

You are required under the Tourism Order (NI) 1992 to keep a register of guests who stay with you. This includes the full name, permanent address and nationality of each person using the accommodation plus the date of their arrival at and date of departure from the property. You must do this in accordance with the General Data Protection Regulation (GDPR) 2018 and the Data Protection Act 2018. If you intend to carry out any kind of marketing activity, then typically consent would be the lawful purpose and this should be obtained separately from the visitor registration process. As you will be a controller in

respect of the personal data belonging to guests, you will be required to provide or make available to guests, a privacy notice that sets out how you will use, store and keep their data secure.

Further information on GDPR consideration for tourism business providers can be found [here](#)

The listed examples below give you some details about the types of things usually included in a privacy notice. This is not an exhaustive list and a comprehensive privacy notice should be prepared in accordance with the General Data Protection Regulation.

### Example

- Any information supplied to us is held in accordance with the Data Protection Act 2018 and the General Data Protection Regulation 2018. If you have opted in to receive marketing information from us your details may be used to keep you informed of special offers and products that we believe may be of interest to you. We do not disclose information to third parties unless required to do so by law.
- Your personal details will be stored in accordance with the Data Protection Act 2018 (DPA) and the General Data Protection Regulation 2018 (GDPR).
- Our policy surrounding the personal details you provide as part of any booking or enquiry through our website or third party website, including the privacy of those details are explained and set out in our privacy policy that you can read [here](#) (insert your link).

## Complaints

It may be useful to include information on your complaints policy in order to deal fairly and effectively with guests who wish to complain about accommodation and/or service etc.

### Example

- We aim to provide a high quality service in all areas, but we recognise that sometimes things can go wrong. Your views are very important to us and we take all feedback we receive very seriously. We appreciate all your comments as they give us an opportunity to learn and improve. If you have a complaint please notify us at the time of your stay so that we can resolve it immediately.
- We will promptly try to resolve any customer complaint relating to our establishment.

## Our Right to Cancellation

You may wish to include a reference to your right to cancel a booking.

### Example

- We reserve the right to cancel any booking without compensation, refund or reimbursement if the terms of these conditions are breached.

Please note that the information provided by TNI in this document is for guidance only. For any detailed information or assistance, you should seek professional legal advice.

Further information on Tourist Accommodation Booking T&Cs can also be found at:

[www.nibusinessinfo.co.uk/content/tourist-accommodation-booking-terms-and-conditions](http://www.nibusinessinfo.co.uk/content/tourist-accommodation-booking-terms-and-conditions)