

CONSIDERATIONS FOR WRITING T&Cs

The following presents a range of headings and examples for you to consider when writing the terms and conditions for business to business contracting. As these contracts can have a significant impact on your business, it is usually recommended that you validate your own contract terms and conditions with internal teams and external professional supports before signing the dotted line.

Rate Basis

When defining your rate consider the following in your terms and conditions:

- Rates quoted should be net of commission and include government tax (VAT) at the current rate
- That you reserve the right to amend these rates in the event of changes to the rate of tax, or the introduction of any new government levy
- Whether or not service charges are included and if gratuities are at the client's discretion
- A list of all inclusions, for example, full Irish breakfast, free WiFi, free car parking, access to leisure centre, bathrobes in rooms etc.
- A list of all upgrades and their inclusions
- Dinner supplement:
 - What the meal includes for example three course set menu, inclusive of starter, main course, dessert and tea/coffee
 - How the rate applies for example to group bookings of a minimum of 20 people
 - Consider attaching a sample dinner menu
 - If one free meal is included, outline how this applies for example per every 20 paying meals booked

Note: When using acronyms they are as follows: PPS refers to per person sharing; SS refers to single supplement; BB refers to bed and breakfast rate; DBB refers to dinner, bed and breakfast rate

Rate Conditions

You should consider a range of rate conditions within your Terms and Conditions, for instance:

- The type of customer the rate applies to. For example... *'The rates only apply to bona fide leisure FIT and ad hoc group leisure travellers booked via the tour*

operator cited in this contract. They do not apply to other client types, including business travellers, incentive, conference and events groups/delegates'

- The market the rate applies to. For example... *'Rates are applicable for global markets only and are not applicable for sale to the domestic Irish market'*
- Confirmation on the tour operator that the rate applies to. For example... *'Rates are quoted exclusively for the named operator on its own distribution system and are non-transferrable. Breaches to this will lead to termination of the contract'*
- Confirmation on where the agreed rate can appear. For example... *'Neither agreed rates nor allocations will feature on any public or consumer internet site. Nor should they feature on any distribution system that offers or sells directly to the public, or are otherwise featured in the public domain. Under no circumstances are the rates provided to be sold unpackaged or independently to the consumer directly'*
- How the rate can be used. For example:
 - *'Rates are intended only for packaging with other elements of travel and must be packaged before onward distribution'*
 - *'Any rates which are packaged and sold to another third party for onward distribution are bound by the terms and conditions of this contract. The operator company cited on this contract will ensure communication of and compliance with said terms and conditions'*

Room Supplements and Special Conditions

Also consider what your room supplements are, their rates and how they apply. Below are some examples:

- *'The single supplement charge may be applied to a maximum number of 6 single occupancy rooms per group booking of 25 rooms. Thereafter, the full room rate applies'*
- *'For triple/quad rooms: €XX.00, per person, per night to be deducted off the per person sharing rates'*.

Include a definition of a triple room. For example:

- *'A triple room is defined as a room with one double and one single bed'*
- *'A triple room is defined as a room with three single beds'*
- *'A quad room defines a room with two doubles'*
- *'A quad room defines a room with one double and 2 single beds'*

Free Room Places

Determine how you want to offer free room places and ensure these are included in your terms and conditions. Some example options are presented here:

- *‘Option 1: One free room permitted per every XX (e.g. 15/20 etc.) paying guests’*
- *‘Option 2: One free room permitted per every XX (e.g. 15/20 etc.) paying rooms’*

Children’s Policy

Be clear about how your business defines rates, for instance what is included for children and what will be charged as additional. The following examples may help give ideas of the types of clarifications you could consider:

- *‘Children of 4 years of age and under are free once sharing in an adult’s room
A child aged between 5 years and 12 years or younger is subject to a supplement of €XX.00 per child when sharing in an adult’s room. Breakfast is included in this rate*
- *A child of 13 years plus is charged at the same rate as an adult*
- *Dinner supplement per child up to 12 years old is €XX.00. Price includes a main course and dessert from the children’s menu*
- *Dinner supplement for a child aged 13 years plus is charged the same as an adult.’*

Additional Extras

For portage be clear about stating a charge for a bag each way or a charge for each person each way.

Special Offers

You may want to consider creating a special offer such as a 3 night offer and get the third night free. Remember to include exactly what this means in your terms and conditions. For example:

‘The hotel commits to a 3 night offer and gets the third night free offer for Friday night arrivals throughout the months of July and August only. Such special offers are subject to the same black out/fair rate policy conditions as noted below’.

See note below on black out/fair rate policy.

Blackout Dates and Fair Rates

Be careful to state terms and conditions that relate to blackout dates and fair rates. It is always difficult to predict when you will require these. Fair rates means your hotel is always available for global sales.

- *‘While the hotel will make every effort to limit the number of black out/fair rate dates to those noted in this contract, occasionally further black out/fair rate dates may arise throughout the year*
- *In this case, the hotel commits to communicating additional black out/fair rate dates verbally and in writing to the operator.*
- *A minimum of 30 (or for example 45, 60, 90) days’ notice period will apply to all newly advised blackout dates/fair rate dates’.*

Closeout Dates

Be sure to state when your hotel is closed. For example: *‘The hotel is closed annually from the 23rd to the 30th of December inclusive’.*

FIT Allocations

You also need to also state your policy on when rooms are released back to the hotel and what conditions exist thereafter for requested bookings by the tour operator. Some sample text is provided here.

- *‘Agreed allocation commitment will be released back to the hotel at 12.00 noon on the specified release date (e.g. 14/7 days in advance of date held).*
- *Bookings requested after this time are subject to availability*
- *Allocations are based on agreed production levels. These will be reviewed on a quarterly/annual basis. Should allocations not be taken up the hotel reserves the right, subject to written notice, to reduce the allocation, to amend the rate, or both*
- *Allocation is based on the agreed number of rooms held per night, excluding black out and close out dates as advised at the time of signing this contract and any additional such dates added during the season*
- *Fair rates apply to all allocations sold on all Fair Rate dates noted within the terms of this contract’.* (Note: If using Fair Rate policy)’

Restrictions

Be sure to also state 'minimum stay restrictions' if applicable. For instance:

- *'No minimum stay restrictions apply to the allocations allowed'*
- *'a minimum 2 night stay restriction applies on Friday and/or Saturday nights arrivals only'*
- *'The above restriction applies to FIT free sale and allocation bookings only'.*

Cancellation Policy

It is important your cancellation policy is very explicit to avoid future conflict. For example:

All amendments, including cancellations to bookings, must be notified in writing to the hotel and the operator must be able to supply proof of same.

FIT Cancellation Policy

- *Cancellation policy for all FIT reservations is 48 hours in advance of the arrival date*
- *Cancellations received after this time will be charged for the first night's accommodation*
- *FIT Reservations - In the event of a 'No Show', one night's accommodation will be charged at the contracted rate. Additional nights reserved will be released at no charge.*

Group Cancellation Policy

- *No cancellation charge applies if a group cancels 4/6 weeks in advance of arrival*
- *Group cancellations within 4 and 2 weeks of arrival are subject to a cancellation charge of 50% of the total value of the booking*
- *Cancellations made within 2 and 1 weeks of arrival are subject to 75% of the total value of the booking*
- *All cancellations made within 7 days and 4 days of arrival are subject to 90% cancellation fee of the total value of the booking*
- *All cancellations made between 3 days and day of arrival are subject to 100% cancellation fee*
- *Final numbers must be confirmed (e.g.) 4/6 weeks out. Based on a minimum group booking of XX (15/20 rooms), maximum (e.g. 1, 2) rooms may be cancelled between 4 weeks and 72/48/24 hours of arrival. After this time, cancelled rooms will be charged in full.*

Resale of Rooms

Outline your policy around selling rooms that have been cancelled. For example:

'In all circumstances, the hotel will endeavour to resell any rooms cancelled. For any cancelled rooms that are resold by the hotel, cancellation charges will be deducted from the operator's invoice'.

Alternative Accommodation

It is advisable to include a sentence to describe the alternative accommodation options that you will arrange if, due to unforeseen circumstances, your accommodation becomes unavailable.

'The hotel reserves the right to arrange alternative comparable accommodation of similar standard and location where the booked accommodation becomes unavailable. In such eventuality the hotel shall communicate at the earliest opportunity with the operator in order to best facilitate both the operator and its clients'.

Billing and Payment

Be clear on your billing and payment procedures. Expectations should be clear as this important part of the contracting process affects cash flow and the bottom line. The following are sample terms and conditions for billing and payments.

Credit Account Customers

- *Where an approved credit facility is in place invoices will be sent or e-mailed to the operator on the date of departure. Invoices are billed in local currency and the operator agrees to discharge amounts payable in local currency within (e.g.) 28 days of stay/within 30 days of the invoice issue date*
- *Failure to comply with credit terms will result in credit facilities being withdrawn*
- *The hotel reserves the right to levy interest on overdue accounts at 2% (for example) per month or to levy the maximum amount allowable under law*
- *Accommodation vouchers presented by the customer on arrival should state clearly the services contracted and chargeable to the operator*
- *Credit card preauthorisation will be taken at check-in to cover anticipated customer incidental charges.*

Non Credit Account Customers

- *Where a credit facility has not been arranged a deposit schedule will apply. Default in adhering to the deposit schedule may, at the hotel's sole discretion, result in the cancellation of the booking and applicable cancellation fees will be charged*

Below are some examples of standard payment terms for non-credit account customers.

Ad Hoc Group Bookings

- *10% booking deposit based on the total cost of booking required immediately on confirmation of the reservation in order to secure space*
- *Balance of payment (90%) due with full rooming list payable 30 days prior to group arrival*
- *Full prepayment required for all groups booked within 30 days of arrival.*

FIT Bookings

- *Full prepayment required at time of booking.*