

Bookings the Key Facts

Once you have accepted a booking from a guest, you normally have to honour the booking.

All accommodation providers should abide by good practice with regard to booking procedures.

Booking contract

Once you have accepted a booking from a guest, you normally have to honour the booking. This is because once you have agreed the terms of the booking with a guest (e.g. the dates, accommodation type and price) and then accepted the booking, a legally enforceable contract exists between you and the guest.

This applies equally whether the arrangement has been made verbally over the telephone, by fax, by e-mail or in writing. You may change the terms of the booking at a later date, provided that both you and the guest agree to the change of terms. To avoid any problems with cancellations, no-shows or curtailment (when a guest cuts their stay short), you are strongly recommended to have a cancellation procedure. For the cancellation procedure to be enforceable, you must make it clear to guests before accepting a booking.

Booking terms and conditions

Larger hotels and letting agencies may have arranged for their lawyers to prepare full booking conditions, and any operator that needs to comply with the Package Travel Regulations will require them.

However, it is recommended that all operators have a policy relating to deposits and cancellations.

If you have any special arrangements like these, you must give guests the full details before they book to ensure the arrangements are part of the booking contract and binding on the guest.



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In developing any terms and conditions for the provision of goods and services to customers, there are three important points to keep in mind:

- Regardless of your terms and conditions, the law requires you to use reasonable skill and care in providing the underlying services.
- You can't contract yourself out of your legal responsibilities. For example, you cannot have a condition which states you are not responsible for any injury a guest may sustain when the Health and Safety Act says you have a responsibility towards your guests. Similarly, you cannot say that that you will only deal with complaints that are brought to your attention while the guest is staying in your property.
- The law does not allow you to limit your liability to a guest for death or personal injury arising out of your negligence, or that of an employee or agent. In respect of any other loss or damage, you can only restrict your liability towards a guest as far as is reasonable.

Good Practice

As a matter of good practice, you should keep a clear, accurate record of the arrangements for each of your bookings. You might also want to have a simple checklist by the telephone or computer, to remind you of the details you need to run through with each guest, e.g.:

- pricing
- deposit
- cancellations
- data protection

Although, ideally, you should confirm all bookings in writing to the guest, this may not be practical.

However, you are advised to confirm in writing/email the booking details for any longer stays, larger groups or bookings that are more complex than usual.



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