

Tourism Law and Legislation

Assignment 9

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1. Accommodation Contract: Definition and Essential Legal Elements

An accommodation contract is a legally binding agreement between a hotel (or other lodging provider) and a guest, under which the hotel agrees to provide temporary lodging and related services in exchange for payment. This type of contract is commonly formed when a guest makes a reservation and the hotel confirms it, or when a guest checks in and the hotel accepts the booking. It is generally governed by contract law, consumer protection law, and, in some jurisdictions, specific hospitality or tourism regulations.

The essential legal elements required for the validity of an accommodation contract are:

1. Offer: One party must make a clear offer. In the hospitality context, the hotel may advertise rooms at certain rates, but the actual legal offer usually occurs when the guest requests a reservation at a specific price and under specific conditions.
2. Acceptance: The other party must accept the offer without significant changes. Acceptance may occur when the hotel confirms the reservation (via email, booking confirmation number, or written agreement). In walk-in situations, acceptance occurs when the hotel agrees to provide a room and completes check-in.
3. Consideration: There must be something of value exchanged between the parties. The guest provides payment (or a promise to pay), and the hotel provides accommodation and related services. Consideration is essential for the contract to be legally enforceable.
4. Intention to Create Legal Relations: Both parties must intend for the agreement to be legally binding. In commercial settings such as hotels, this intention is usually presumed.
5. Capacity: The parties must have legal capacity to contract. This generally means they must be of legal

age and mentally competent. Hotels may refuse contracts with minors unless a legal guardian is involved.

6. Lawful Purpose: The purpose of the contract must be lawful. Accommodation cannot be provided for illegal activities, and any contract formed for unlawful purposes would be void.

In addition to these elements, accommodation contracts often include specific terms and conditions, such as cancellation policies, check-in and check-out times, liability limitations, and house rules. Failure to comply with these terms may result in breach of contract. If either party fails to perform their obligations, legal remedies may include damages, refund, or termination of the agreement.

References:

1. Poole, J. (2020). Textbook on Contract Law. Oxford University Press.
2. McKendrick, E. (2023). Contract Law: Text, Cases, and Materials. Oxford University Press.
3. UNWTO (2019). Global Code of Ethics for Tourism.

2. Main Parties Involved in Hotel Bookings

A. Direct Hotel Booking

In a direct hotel booking, the main parties involved are:

1. The Hotel (Accommodation Provider): The hotel is the service provider. It offers rooms, sets prices, establishes booking conditions, and is responsible for delivering the accommodation and related services (housekeeping, reception, security, etc.).
2. The Guest (Customer): The guest is the individual or entity that books and pays for the room. The guest agrees to comply with the hotel's policies, such as payment terms, cancellation rules, and house regulations.

In direct bookings, the contractual relationship exists only between the hotel and the guest. This creates a straightforward legal relationship. Any disputes (e.g., over cancellations, refunds, or service quality) are resolved directly between these two parties. Payment is usually made directly to the hotel, and the hotel assumes full responsibility for the service provided.

B. Booking Through an Online Platform

When a booking is made through an online platform, the legal structure becomes more complex. The main parties involved are:

1. The Guest: The traveler who searches for accommodation, agrees to the platform's terms, and completes the booking.
2. The Hotel: The accommodation provider that lists its rooms on the platform and agrees to the platform's partnership terms.
3. The Online Travel Agency (OTA) or Platform: This intermediary (such as an online booking website) facilitates the transaction. It provides marketing, reservation systems, and payment processing. The platform may act either as an agent (connecting guest and hotel) or as a merchant (reselling

rooms at a marked-up price).

In most cases, the platform acts as an agent. The contract for accommodation is between the guest and the hotel, while a separate contract exists between the guest and the platform regarding the use of the website. Additionally, another agreement exists between the hotel and the platform governing commission, listing conditions, and responsibilities.

This multi-party structure may affect liability. For example, if there is an issue with the room itself, the hotel is typically responsible. However, if there is a problem with payment processing or misleading online information, the platform may share responsibility depending on consumer protection laws and the terms of service.

References:

1. Holloway, J. C., & Humphreys, C. (2022). *The Business of Tourism*. Pearson.
2. UNWTO (2020). *Online Travel Agencies and Their Role in Tourism Distribution*.
3. McKendrick, E. (2023). *Contract Law: Text, Cases, and Materials*. Oxford University Press.