

## ASSIGNMENT 9

### Topic: Accommodation Contract and Parties Involved in Hotel Booking

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#### Introduction

The hospitality industry is based on trust, service, and legal responsibility. Whenever a person books a hotel room, a legal relationship is created between the guest and the hotel. This legal relationship is known as an accommodation contract. Even though many people book rooms casually through phone calls or online apps, they may not realize that a proper legal agreement is being formed. This assignment explains the meaning of an accommodation contract, the essential legal elements required for its validity, and the main parties involved in direct hotel bookings and bookings made through online platforms.

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#### 1. Definition of an Accommodation Contract

An accommodation contract is a legally binding agreement between a hotel or lodging provider and a guest. Under this agreement, the hotel promises to provide accommodation and related services such as a room, basic facilities, and security for a specific period. In return, the guest agrees to pay the agreed amount of money and follow the rules of the hotel.

This contract is formed when a booking request made by the guest is accepted by the hotel. The agreement may be made verbally, in writing, or through electronic means such as email or an online booking system. Once the booking is confirmed, both parties are legally bound to perform their obligations. The hotel must provide the room as promised, and the guest must pay the charges and behave according to hotel policies.

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#### 2. Essential Legal Elements Required for Validity of an Accommodation Contract

For an accommodation contract to be valid and enforceable under law, certain essential elements must be present. These elements are generally required for all types of contracts.

##### 2.1 Offer

Offer is the first step in forming a contract. In the case of hotel bookings, when a guest selects a room and requests a reservation, this request is considered an offer. Hotel advertisements or room listings are usually treated as an invitation to offer rather than a direct offer. The real offer is made when the guest shows willingness to book a room at a particular price.

## 2.2 Acceptance

Acceptance takes place when the hotel agrees to the offer without making any changes. This usually happens when the hotel sends a confirmation message, booking reference number, or confirmation email. Once the acceptance is communicated to the guest, the contract becomes legally binding on both parties.

## 2.3 Consideration

Consideration means something of value exchanged between the parties. In an accommodation contract, the hotel provides lodging and related services, while the guest provides payment. The room charges, service fees, and other payments form the consideration from the guest's side. Without consideration, the contract would not be legally valid.

## 2.4 Intention to Create Legal Relations

Both parties must intend to create a legal relationship. In commercial transactions such as hotel bookings, this intention is automatically assumed. The hotel provides services to earn profit, and the guest books the room with the intention of paying for it. Therefore, there is a clear intention to create legal obligations.

## 2.5 Capacity to Contract

The parties entering into the contract must be legally capable. This means they should be of legal age and of sound mind. A minor generally cannot enter into a binding contract. If a person does not have legal capacity, the contract may be declared void or voidable under the law.

## 2.6 Free Consent

Consent must be given freely and voluntarily. It should not be obtained through fraud, misrepresentation, coercion, or undue influence. For example, if a hotel hides important information such as additional charges or provides false details about facilities, the guest may have the right to cancel the contract. Similarly, if a guest provides false identity information, the hotel may also refuse service.

## 2.7 Lawful Object

The purpose of the contract must be lawful. If a room is booked for illegal activities, the contract will not be valid. The law does not protect agreements made for unlawful purposes.

## 2.8 Certainty of Terms

The terms of the contract must be clear and definite. Important terms include room type, duration of stay, price, check-in and check-out time, cancellation policy, and payment method. If the terms are vague or uncertain, disputes may arise between the hotel and the guest.

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## 3. Main Parties Involved in Direct Hotel Booking

Direct hotel booking occurs when a guest makes a reservation directly with the hotel, either by visiting the hotel, calling the reception, or booking through the hotel's official website.

### 3.1 The Hotel (Accommodation Provider)

The hotel is the service provider in the contract. Its main responsibilities include:

Providing the agreed room and facilities

Maintaining cleanliness and safety

Honoring the confirmed booking

Following the agreed price and policies

The hotel has the right to receive payment and to expect that the guest will follow the rules and regulations of the property.

### 3.2 The Guest (Customer)

The guest is the person who books and uses the accommodation. The responsibilities of the guest include:

Providing correct information at the time of booking

Paying the agreed charges

Respecting hotel property and policies

Checking out on time

In direct booking, the legal relationship is simple and clear. The contract exists only between the hotel and the guest. If any dispute arises regarding payment, cancellation, or service quality, it is resolved directly between these two parties.

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#### 4. Main Parties Involved in Booking Through an Online Platform

Nowadays, many hotel reservations are made through online travel platforms or mobile applications. In such cases, the legal relationship becomes slightly more complex because a third party is involved.

##### 4.1 The Hotel

The hotel still provides the actual accommodation and services. It lists its rooms on the online platform and agrees to pay a commission to the platform for each booking received.

##### 4.2 The Guest

The guest uses the online platform to search for hotels, compare prices, read reviews, and make a reservation. Payment may be made either directly to the hotel or through the platform, depending on the system used.

##### 4.3 The Online Platform (Intermediary)

The online platform acts as an intermediary between the hotel and the guest. Its main functions include:

Displaying hotel information and prices

Processing bookings

Sometimes handling payments

Providing customer support

The platform usually earns a commission from the hotel for each successful booking.

In online bookings, three legal relationships may exist:

1. Between the hotel and the platform (business agreement)

2. Between the platform and the guest (terms and conditions of use)

3. Between the hotel and the guest (accommodation contract)

Even though the booking is made through a platform, the main accommodation contract still exists between the hotel and the guest, because the hotel is the one providing the actual service.

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## Conclusion

An accommodation contract is an important legal agreement in the hospitality industry. It is formed when a hotel agrees to provide lodging and services to a guest in exchange for payment. For this contract to be valid, essential elements such as offer, acceptance, consideration, free consent, capacity, lawful object, intention to create legal relations, and certainty of terms must be present.

In direct hotel booking, the contract is straightforward and exists only between the hotel and the guest. However, in bookings made through online platforms, a third party acts as an intermediary, making the legal structure more detailed. Despite this difference, the core responsibility of providing accommodation remains with the hotel.

Understanding the legal nature of accommodation contracts helps both hotels and guests protect their rights and fulfill their responsibilities properly.