

Tourism Law and Legislation – Assignment 9

(25.02.2026)

1. Define an accommodation contract. What are the essential legal elements required for its validity?

An accommodation contract is a legal agreement between a guest and a hotel or other lodging provider. In this contract the hotel agrees to provide a room and related services, while the guest agrees to pay the required price. The contract normally start when the booking is confirmed and continue until the guest check-out from the property. This agreement can be made directly with the hotel, by phone, email, website or also through third party platforms.

For the contract to be legally valid, several essential legal elements must be present. The first element is **offer**. The hotel makes an offer by advertising or listing available rooms with prices and conditions. The second element is **acceptance**. Acceptance occurs when the guest confirms the reservation and agrees with the conditions of the accommodation such as price, dates, and cancellation rules.

Another important element is **consideration**. Consideration means that both parties exchange something of value. The hotel provides accommodation services, and the guest provides payment. Without payment obligation, the agreement usually would not be considered a binding commercial contract.

Capacity is also necessary. Both parties must have legal capacity to enter the contract. For example, the guest must be legally able to make agreements, and the hotel must be a legally operating business. If a person without legal capacity make the booking, the contract might be invalid or challenged later.

Another requirement is **lawful purpose**. The agreement must be for a legal activity. Accommodation contracts normally fulfill this requirement because they involve providing lodging services. However, if the contract would involve illegal activities, it would not be enforceable.

Finally, **mutual consent** or “meeting of the minds” is required. Both the hotel and the guest must clearly understand and agree to the same terms, such as the type of room, duration of stay, price, and policies. These terms are usually written in booking confirmations or the hotel's terms and conditions. If there is misunderstanding or unclear information, disputes may arise between the parties.

In modern tourism industry many accommodation contracts are concluded electronically through booking systems. Even though they are digital, the same legal principles apply. Courts generally recognize online reservations as valid contracts if the elements of offer, acceptance, consideration, capacity, and lawful purpose are present.

References

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2. Identify and explain the main parties involved in: Direct hotel booking and booking through an online platform.

In tourism industry, accommodation reservations can be made through different channels. The main parties involved depend on whether the booking is made directly with the hotel or through an online platform.

Direct hotel booking

In a direct booking the main parties are the **guest** and the **hotel**. The guest is the person who requests and pays for the accommodation service. The hotel is the service provider which offer rooms, facilities, and hospitality services.

The guest enters into a contract with the hotel by confirming the reservation. This may happen through the hotel's official website, telephone, email, or even at the reception desk. In this case there is no intermediary involved. Because of that the legal relationship exist directly between guest and hotel. If problems happen, such as cancellation disputes or service complaints, they are normally resolved between these two parties.

Hotels often prefer direct bookings because they avoid paying commissions to third parties. Guests sometimes also benefit from direct booking because hotels may provide better prices or special benefits like free breakfast or flexible cancellation policies.

Booking through an online platform

When booking through an online platform, there are usually three main parties involved: the **guest**, the **online platform**, and the **hotel**. The guest searches for accommodation using the digital platform. The platform acts as an intermediary that connects travelers with accommodation providers. Examples of such platforms include global online travel agencies and booking websites.

The platform provides information about the hotel, room availability, prices, and reviews. It also processes the reservation system and sometimes the payment. However the accommodation service itself is still provided by the hotel. Because of this, the contractual relationships can sometimes be complex. In many cases the accommodation contract is between the guest and the hotel, while the platform operates under a separate service agreement with the hotel and the user.

Online platforms typically charge commission from the hotel for each booking made through their system. They also establish terms of service that regulate cancellations, payments, and dispute procedures. Therefore, if issues arise, responsibility may involve more than one party depending on the specific terms used by the platform.

Overall, the main difference between direct booking and online platform booking is the presence of an intermediary. Direct booking involves only the guest and hotel, while online bookings include a digital intermediary that facilitate the transaction but does not always provide the accommodation itself.

References

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