



Travelympus

Property Accommodation Agreement

PROPERTY DETAILS

Owner Name :
Property Name :
Property Type :
Property Address :
City :
State :
Country :
PIN Code :

_____ hereafter known as
“OWNER” AND “TRAVELYMPUS” hereinafter called “Management” hereby
covenant and agree on following points:

DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following definitions
apply throughout this Agreement, unless the contrary intention appears:

- **Service**
 - The hotel reservation system through which accommodations can make their rooms available for reservation, and through which Guests can make reservations at such accommodations and the Facilitated Payment
- **Platforms**
 - The website(s)/ apps/ tools/ platforms AND/OR other devices of “Travelympus” through which the Service is (made) available
- **Guest**
 - A visitor of the Platforms or a customer or guest of the Accommodation
- **Intellectual Property Right**
 - Any patent, copyright, inventions, database rights, design right, registered design, trade mark, trade name, brand, logos, service mark, know-how, utility model, unregistered design or, where relevant, any application for any such right, know-how, trade or business name, domain name (under whatever extension) or other similar right or obligation whether registered or unregistered or other industrial or intellectual property right subsisting in any territory or jurisdiction in the world

REQUIREMENTS

- The Property should be equipped with Basic Facilities i.e:
 - Filtered water must be provided to Guests for Drinking Purpose.
 - Also, water for General Usage should also be clean enough
 - Primary & Backup Electricity Supply should be available.
 - Guests with Two wheelers & Four Wheelers should easily reach the Destination
 - Western & Indian styled Lavatories should be available in Clean and Functioning state
 - Only one person from Hotelier OR Property Owner should be there to communicate with us for ANY Bookings/ Last Minute Changes
 - At least one Active Staff member should be available On Site to welcome the Guests
 - Kitchen with Veg/ Nonveg Menus along with Active Kitchen Staff
 - Basic First Aid kit (Dettol/ Savelon, Bandage, Banded, Splints, Painkillers, Basic Medicines)
- Amenities like TV, Fridge and AC would add an extra advantage.

SURPRISE VISIT

- **“Travelympus”** Inspection Team holds the right to give the Visit at any point of time with OR without prior intimation

COMMISSION PERCENTAGE

- **“Travelympus”** charges 25% of the Total cost offered to the End User by hotelier or the property owner
- It will include Marketing, Sales, Paid Promotions on Social Media, registration of Property in Directories of Travel Related Forums, developing the customer Database, help getting positive reviews, after sales services etc
- Invoices are processed on a monthly basis and shall be sent to the Accommodation by mail or any other convenient way possible
- In the event of a dispute between **“Travelympus”** and the Accommodation (e.g. on the amount of the Commission), any undisputed amount of the Commission will be paid in accordance with the terms of this Agreement, notwithstanding the status or nature of the dispute

RESERVATION, GUEST RESERVATION, COMPLAINTS

- When a reservation is made by a Guest on the Platform, the Accommodation shall receive a confirmation for every reservation made via “**Travelympus**”, which confirmation shall include the date of arrival, the number of nights, the room type (including smoking preference (if available)), the room rate, the Guest's name, address and such other specific request(s) made by the Guest. “**Travelympus**” is not responsible for the correctness and completeness of the information and dates provided by Guests and “**Travelympus**” is not responsible for the payment obligations of the Guests relating to their (online) reservation.
- The Accommodation is bound to accept a Guest as its contractual party, and to handle the online reservation in compliance with the Accommodation Information (including rate) contained on the Platforms at the time the reservation was made and the reservation confirmation, including any supplementary information AND/OR wishes made known by the Guest.

CANCELLATION POLICY

- Cancellation from Owner
If at any point of time, Owner OR Hotelier cancels the Booking, he/she/they is/are liable to pay 25% commission on the Package offered to the Guests
- Cancellation from Guest
Owner OR Hotelier should mention their terms here.
- Cancellation from **Travelympus**
“**Travelympus**” holds ALL the rights to cancel ANY/ALL bookings made and will not be responsible/ liable to pay ANY amount to Customers AND/OR Owner AND/OR Hotelier AND/OR Hotel AND/ OR Resort Management.

INVENTORY MANAGEMENT

- The Inventory should be available for “**Travelympus**”
- If not, the Hotelier OR the Property Owner should inform “**Travelympus**” Management well before in advance to avoid Booking Clashes.

RATES & PRICES

- The Cost designed by Hotelier OR Property Owner should be stationary and should not be variable in any other websites AND/OR social media in order to avoid miscommunication for the Guests.

MAINTENANCE OF THE PROPERTY

- Hotelier OR Property Owner will be whole and sole responsible for the Maintenance of the Property.
- Any damage to the property caused by Guests will be recovered by concern person and not from “Travellympus”.

EXCLUSIVE MARKETING

- The Accommodation agrees not to specifically target Guests that have been obtained via **Travellympus**” in either online or offline marketing promotions or solicited or unsolicited mail.
- Apart from the Hotelier OR Property Owner, “Travellympus” would be solely responsible for the bookings; and therefore no other person AND/OR company AND/OR agency shall be given rights to market AND/OR advertise the property on ANY platform

QUARTERLY MEETINGS & REVIEWS

- Quarterly meetings will be organized with prior intimation for all above discussions/ upgradations in policies, Feedback etc

EXECUTION AND PERFORMANCE

- The Agreement is only effective after approval and confirmation by “Travellympus”

(ONLINE) MARKETING AND PPC ADVERTISING

- “Travelympus” is entitled to promote the Accommodation using the Accommodation’s name(s) in online marketing, including email marketing and/or pay-per-click (PPC) advertising
- “Travelympus” runs online marketing campaigns at its own costs and discretion

PARITY AND RESTRICTIONS

The Accommodation shall give “Travelympus” rate and availability parity ("Parity").

- Rate Parity means the same or better rates for the same accommodation, same room type, same dates, same bed type, same number of guests, same OR better amenities AND add-ons (e.g. free breakfast, WIFI, early/ late checkout), same OR better restrictions AND policies such as reservation changes AND cancellation policy as are available on the Accommodation’s websites/ apps/ call-centers (*including the customer reservation system*), or directly at the Accommodation, with any competitor of “Travelympus” (*which includes any online or offline reservation or booking agency or intermediary*) AND/ OR with any other (*online OR offline*) third party that is a business partner of or in any other way related with or connected to the Accommodation
- Rate parity does not apply in respect of rates intended for a closed user group ("closed user group" means a group with defined limitations where membership is not automatic and where:
 - Consumers actively opt in to become a member
 - Any online or mobile interface used by closed user group members is password protected
 - Closed user group members have completed a customer profile
 - The consumer to which the rate is offered or made available already made at least one prior booking as a member of the closed user group) provided that such rates are not (directly or indirectly) publicly (made) available
- In the event that a closed user group rate is (directly or indirectly) publicly (made) available (by the Accommodation, a (direct/indirect) competitor of “Travelympus” or on any third party (platform) (including any (Meta) search engine or price comparison website), “Travelympus” is entitled to rate parity for such rate
- “Travelympus” shall be entitled to give a discount on the room price –at its own costs up to the level of the Commission – to its closed user group members.
- The Accommodation is responsible for informing “Travelympus” about applicable taxes, fees, charges and levies (and any changes thereof) which will be charged to the Guest by

the Accommodation upon reservation for pre-paid or upon check-out for post-paid reservations

- Unless agreed otherwise in the Agreement or required otherwise by applicable law, the rate shown to Guests on the Platforms shall be exclusive of sales tax, charges and all such other (national, governmental, provincial, state, municipal or local) taxes, fees, charges or levies

LICENSE

- The Accommodation hereby grants “**Travelympus**” a non-exclusive, royalty free and worldwide right and license (or sublicense as applicable):
 - To use, reproduce, have reproduced, distribute, sublicense, communicate and make available in any method and display those agreed upon elements of the Intellectual Property Rights of the Accommodation as provided to “**Travelympus**” by the Accommodation pursuant to this Agreement and which are necessary for “**Travelympus**” to exercise its rights and perform its obligations under this Agreement
 - To use, reproduce, have reproduced, process, distribute, sublicense, display and utilize (including without limitation to publicly perform, modify, adapt, communicate, reproduce, copy and make available to the public in any manner whatsoever) the Accommodation Information
- “**Travelympus**” may sublicense, make available, disclose and offer the Accommodation Information (including the relevant Intellectual Property Rights) of the Accommodation and special offers made available by the Accommodation on the Platforms and all such further rights and licenses set out in this Agreement via or in collaboration with (the websites, apps, platform, tools or other devices of) affiliated companies and/or third parties (the "Third Party Platforms").
- In no event shall “**Travelympus**” be liable to the Accommodation for any acts or omissions on the part of any Third Party Platforms. The sole remedy for the Accommodation in respect of such Third Party Platforms is
 - To request “**Travelympus**” (which has the right and not the obligation) to disable and disconnect with such Third Party Platform, OR
 - Termination of this Agreement, all in accordance with the terms of this Agreement

TERM, TERMINATION AND SUSPENSION

- Unless agreed otherwise, this Agreement shall commence on the date hereof for indefinite period of time
- Each Party may terminate this Agreement at any time and for any reason, by written notice to the other Party with due observance of a notice period of 30 days
- Any notice or communication by **“Travelympus”** of "closure" ("close", "closed") of the Accommodation on the website (or similar wording) shall mean termination of the Agreement
- After termination, suspension or closure, the Accommodation shall honor outstanding reservations for Guests and shall pay all commissions (plus costs, expenses, interest if applicable) due on those reservations in accordance with the terms of this Agreement
- The following events shall in any event be regarded as a material breach and entitle **“Travelympus”** to immediately terminate (close) or suspend the Agreement (without a notice of default):
 - The Accommodation fails to pay Commissions on or before the due date
 - The Accommodation fails to accept a reservation at the price shown on a reservation
 - The Accommodation overcharges one or more guests
 - **“Travelympus”** receives one or more legitimate and serious complaint(s) from one or more guest(s) who made reservations with the Accommodation
 - Misuse of the Guest review process by any behavior that results in a review appearing on the Platforms that is not an honest expression of a real stay by a real guest at the Accommodation
 - Inappropriate, unlawful or unprofessional behavior towards guests or **“Travelympus”** staff