



## User Terms and Condition

### General conditions for sales and use

African's Network Solutions SA, owner of [www.bookingafriq.com](http://www.bookingafriq.com) is a legal Cameroonian organization based in Bonaberi, specifically at ancienne rout behind the Lycée Bilingue Bonaberi Douala Cameroon.

Matricule No.....

### Preamble

African's Network Solution Sarl, has as one of its product Bookingafriq.com. Bookingafriq.com is the only organization with an online hotel reservation system in which hotels which adheres to its conditions can put their available hotel rooms online. These rooms have to be available on the site of her commercial out fit. The prices on Bookingafriq.com site are highly preferential and at the interest of prospective client in search of hotel to spend some time in the continent of Africa.

Bookingafriq.com in this contract act as supplier, client and service provider to hotels and users.

Rooms available on [www.Bookingafriq.com](http://www.Bookingafriq.com) commercial website will permit our users to possibly search and book hotel accommodation online. Bookingafriq.com takes care, develops and exploit accompanied website. They equally supply to individual and collective hotel partners a link in their website. Bookingafriq.com is obliged to diffuse partner hotels information individually or collectively on the website. They also undertake every action considered useful to permit the users to make hotel booking online in all simplicity, freedom and flexibility.

Present users condition and sale.

Bellow is the contract form for hotel owners, it is to be read and sign with African Network Solution Sarl for their bookingafriq.com account.

These conditions are grouped under a unique heading <<**Contract**>>

#### 1) **Information, Incidences, Responsibility.**

Hotels in a very simple manner provide to bookingafriq.com relative information about their hotel, services and especially rooms information. Information supplied to bookingafriq.com has to be according to bookingafriq.coms' formats and hotels are totally responsible for information supplied to the site (inserting and updating). In this light, hotel has the right to compensate bookingafriq.com or users for any problem that may arise as a result of wrong information supplied to the site. Hotel also is obliged to resolve such problem with out the necessary interference of bookingafriq.com.

African's Network Solutions (proprietor of bookinafriq.com) is not responsible for any temporal network problem that might arise in the course of using the site.

## **2) Hotel partner Interface**

To enable hotels to carry on their activity smoothly, bookingafric.com has provided an interface for hotel partners. This interface is destined to permit hotel management reservation made via bookingafric.com, statistics and monthly commission deposit report. Access into this interface is confidential and can only be done by hotel proprietor. Bookingafric.com recommends that this account should be kept in secret basically for confidential reasons concerning each partner hotel.

## **3) References, Translations, Use of hotels information and Availability.**

Partner hotels are advised not to include in their information published on the site; phone numbers, e-mails, address, websites, hypertext links, or any reference. Hotels shall give mandate to bookingafric.com to translate its information in other languages and condense or normalize hotels' account information. Once hotels' information is translated by bookingafric.com the translated information remains the exclusive intellectual property of bookingafric.com. This translated information should not be used by the hotel without an authorization from bookingafric.com. Bookingafric.com reserves the right to delete or correct information supplied to the site so as to maintain good morals.

As indicated in the contract, hotels are called to make available to bookingafric.com a minimum number of rooms destined for users to make reservation via internet. Hotels reserve the right to increase the number of rooms made available on the website.

## **4) Authorization and hotels online reservation.**

Information published on the website permits users to make reservation of hotel room or other services offered by the hotel [visitors to our website at this moment become our <<client>>]. Any effectual reservation made by client via the website generates at the same time a direct contract between the client and the hotel (lodging contract). In this case, hotel may recommend bookingafric.com to conclude on its behalf a lodging contract resulting from online hotel reservation effected by the client. On this note, hotel is obliged to accept client as a contracted party and to manage the online reservation with respect to hotels' information as it appears on the website on the date of reservation.

Hotel is not allowed to cancel any online reservation except the client does not meet the hotels' acceptable means of payment. In case of late cancellation of hotel reservation, hotel has the right to deduct part of its money from the clients' credit card. An e-mail is sent by bookingafric.com to hotel for every effectual reservation made via bookingafric.com. Bookingafric.com is not responsible for the authenticity of information client provides to the hotel (especially information about their credit card).

## **5) Bank credit card, Order form, Cancellation of lodging contract.**

Client credit card or enterprise Order form information as means of payment is transmitted automatically to hotel by bookingafric.com for verification and confirmation. The hotel remains the only one responsible to accept or reject the credit card or order form provided by the client as his/her means of payment to secure reservation.

In the case where hotel refuses to lodge a client because he/she could not meet with the hotels' acceptable means of payment and the hotel goes ahead to relocate the client because of the lodging contract, the relocated hotel must have the same standard or that which is better than the previous. It must be noted that, hotel takes charge of any eventuality that may arise as a result of

relocating a client. Hotel pay commission to bookingafri.com for the relocation made. Hotel pays bookingafri.com for any cancellation and sub reservation made for a client.

#### **6) Security of preferential prices available on the bookingafri.com website**

Hotels guarantee bookingafri.com that the preferential prices published on the website are the best and nothing less than that is available in the hotel to whomever. The violation of this clause calls for strict sanction from bookingafri.com with immediate effect. Bookingafri.com reserve the right to demand for payment of damage this violation may cause.

#### **7) Hotel Club Discount Option**

Hotel Club Discount is an optional, complimentary, facultative and liberal program which bookingafri.com proposes to interested hotel partners. Through this program, hotel members sell their rooms at a discount price to clients who are in possession of a Hotel Club Discount Card issued by bookingafri.com. The discount is in three categories; 30% for Silver card, 40% for Gold card and 50% for premium card. Partner hotels make available their empty rooms at discount prices to holders of discount card. Hotel reserve the right not to sell their rooms to discount members if it has client who is ready to pay the full price of the room. Hotel Club Discount card holders must inform hotel about his/her intention to use hotel discount club card at the moment of reservation. He must equally wait for an automatic confirmation and the discount price for the room. It is only the hotel that is able to give such confirmation. Simply having the Hotel Club Discount card does not mean the hotel must automatically offer you a discount.

#### **8) Economic model**

Bookingafri.com deal strictly on Commission economic model. Registration into bookingafri.com is free of charge but service render is charge base on the percentage of commission Bookingafri.com agreed with its partners.

#### **9) Commission**

The hotel pays an agreed percentage of commission for every respected reservation or other service rendered by Bookingafri.com. This percentage will be on the total amount the hotel realized from the client as it is stated on the website, except in the case of cancellation of client reservation. Commission paid to bookingafri.com ranges from 5% to 15%. Hotel that pays minimum of 10% commission to bookingafri.com has the right to select a favorite position on the website.

#### **10) Financial report of online reservation, Modifications and Payment of bills**

Bookingafri.com automatically makes available on hotel interface, monthly reservation of hotel rooms made via bookingafri.com website. The hotel through its interface has the possibility to view its account and make necessary modification. Hotel has 8 days from the date of reception of its monthly financial report to make modification, other wise the financial report is considered accepted by the two parties. Modification must be back with tangible prove as well as the cancellation of client booking must be in line with hotels condition. Note that bookingafri.com reserves the right to refuse modification with out proves.

Payment of commission bills by the hotel to bookingafri.com has to be done on the 15<sup>th</sup> of each month solely through bank deposit. Bookingafri.com does not accept any other means of payment. In case of late payment, bookingafri.com demands interest from the hotel but if this act regularly occurs, bookingafri.com may equally suspend its services to the hotel.

## **11) Clients commentaries**

Bookingafric.com has the right to request client to make commentary on specific aspects of hotel they have lodged in. This commentary may be published on its website without prejudice. In this case bookingafric.com is considered as distributor and not editor of such commentary. Bookingafric.com is obliged to remove from its website clients' commentary which is contrarily proven by the hotel. Bookingafric.com and the law to an extent in this contract are not responsible for whatsoever client published commentary may cause.

## **12) Classification and Tans fare.**

Bookingafric.com is solely responsible for the classification of hotels on its website. Classification is done base on the percentage of commission hotel pays and the number of rooms it offers to bookingafric.com. Hotel can influence its placement on the website by increasing its commission percentage and its number of rooms in bookingafric.com and this can be done directly in the hotels interface. Bookingafric.com is free to give out it services and part of its commission to its partners or whoever it wishes.

## **13) Online Promotion, Communication and Marketing.**

Bookingafric.com on its account can indulge to advertise or carry out other marketing and communicating action through its websites so as to maximize the number of visitors to its partner hotels. Hotel is not a party to this venture expects it agrees to take part.

## **14) Duration and realization.**

When bookingafric.com receives hotels application for partnership and a signed contract form, it will examine and process it. If bookingafric.com accepts to go in to partnership with hotel, it will send a courier to the hotel and the contract takes effect on the date of expedition. This concluded contract is for an undetermined period of time and will be enforce until its termination by one of its party with regard to the contract terms.

Hotel and bookingafric.com terminate the contract in a written form without motive but both party should be inform at least 14 days in advance. Bookingafric.com reserves the right to stop hotel use of its website with out any information to hotel if hotel happens to have violated several clauses of the contract. While the termination is in the process, hotel continue to respect every reservation made via bookinafrc.com either internally or externally and equally pays to bookingafric.com all its due commission.

## **15) Update responsibility.**

The actual convention between bookingafric.com and hotel is in this present contract. It can be updated at any time. Bookingafric.com is obliged to inform hotel partners about the update and hotel have to validate and sign the update before it is enforce. Hotel reserve the right to accept or reject any modification made by bookingafric.com. None of the party will be responsible for any direct or indirect damage the update or modification of the contract may cause.

## **16) Law and Application**

OHADA Law is the only law applicable to this contract for the moment. OHADA zonal tribunal stands the only competent structure to resolve any litigation that may come up with

regard to this contract. Never the less, litigation on payment of bills may be treated by local tribunals where the hotel is established.

**Hotel**

I have read and accepted the general terms of this contract

Name and Surname..... Function .....

Tel ..... Fax..... E-mail.....

Name of hotel..... Address.....

Tel ..... Fax..... E-mail.....

<b>ROOM PREFERENTIAL PRICES AND NUMBER OF ROOMS ALOCATED TO THE WEBSITE;</b>		
<b>ROOM TYPE</b>	<b>PREFERENTIAL PRICES</b>	<b>NUMBER OF ROOM</b>
1-		
2-		
3-		
4-		
5-		
<b>APPROVED PERCENTAGE OF COMMISSION</b>		%
<p>NB: By Default a 10 %the commission rate is offered to you during the registration of your hotel:</p> <p>The percentage of commission ranges from: 5 %( minimum) - 15 %( maxi). Thanks for signing your referred percentage in this contract.</p>		

At..... On.....

Signature.....