



The Code of Practice for HBAA Members

2019 Revision

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A: The Association

1. Introduction

The Hotel Booking Agents Association, now known as HBAA, was formed in 1997. Its original membership was made up of independent, well established agencies that specialise in making accommodation, meetings and/or events reservations as their core business.

The Association was formed as a united forum to address common issues and to promote improved standards in product and service delivery by suppliers - the hotel and venue industry - to the agents' clients.

The Association has evolved to encompass a full cross section of the industry, including agencies specialising in events and the meeting and events divisions of travel management companies as well as a complete range of venue suppliers: hotels, conference centres, unusual venues, and apartment providers. All members remain specialists in their fields of arranging and providing accommodation, meetings and event bookings for corporate and public sector clients.

HBAA Vision

- Leading the business accommodation and MICE industry through a recognised and collaborative voice
- Championing our members and the industry through a universal code of practice
- Creating opportunities and sustainable partnerships through our network and reach
- Providing a membership engagement platform which promotes and delivers networking, training and events
- Shaping the future of the industry through an agile and diverse membership with a commitment to talent development
- Advocating wellbeing and mental health awareness for people and business
- Giving back – raising funds and the profiles of our charity partners
- Safeguarding our membership through endorsing ethical business practices.

2. Governance

HBAA, now known as **beam**, is a company limited by guarantee and so does not have a share capital. This means that rather than owning a share, each member is entitled to a membership in the company.

Under the articles of association, each member of the company accepts a limited liability of £1.00 in the event of the company being wound up or dissolved. All members carry the same rights and privileges as set out in the articles of association of the Company including the right to attend the AGM.

The affairs of the association are overseen by the board of directors who make decisions on engaging suppliers and contractors to support the administrative and legislative management of **beam**, and who may form action groups, project groups and sub-committees to carry out activities in line with the association's strategic objectives.

The board is responsible for the legal governance of the association in accordance with the **beam**/HBAA articles of association. Board members have a duty to uphold the articles and ensure compliance in the way the association operates.

Board of Directors - structure: The board is entirely voluntary, and each appointee becomes a director of the association, registered with Companies House, for the duration of their term.

The board consists of three or more members of the association who ideally commit to serving three years on the board and includes those taking the roles of Chair and Finance Director. Agency members make up the majority of the board, holding 60% of the available roles regardless of the overall size of the board which varies according to the association's objectives.

Additional board members may be co-opted on from time to time by a majority vote of the existing board.

The association Chair is a board member elected by members of the board. It is preferable that the association Chair serves at least one year on the board prior to taking the chair.

The Finance Director carries out the role of the role of the association's treasurer. The Finance Director is a board member elected by members of the board and it is preferable that they have served at least one year on the board prior to taking the role.

Board of Directors – activities: The board is responsible for determining and delivering the strategic objectives of the association and is chaired by the association Chair. In the absence of a Chair, a rotating Chair role operates across all board members.

Board members commit to attending both in-person and virtual board meetings and strive to attend all association meeting and events relevant to their role, including the AGM.

Action groups, project groups and sub-committees are each led by a board member who recruits and selects volunteer members according to the nature of the activities involved and may include the appointment of relevant voluntary non-members to support and assist with specific projects.

3. Conditions of Membership

This section contains conditions of membership that are to be observed by both the Agency Members and Venue Members.

- 3.1 As an HBAA member, you are accepting the terms and conditions of the Code of Practice as a Condition of Membership.
- 3.2 All members will pay the annual membership fee within the requested time frame, which from time to time may change. A late payment interest charge of 5% over the Bank of England base rate will be applicable.
- 3.3 Members must give written notice to the HBAA Executive Office of the member's intention to resign from the HBAA at least 28 days prior to the automatic annual membership renewal at the end of the membership year. There will be no entitlement to any refund of fees paid.
- 3.4 Members are to advise the HBAA Executive Office of key contacts within their organisation who will be available to resolve issues raised with their respective organisations, and both a contact email address and a contact postal address at which notices can be served. The HBAA Executive Office will review this contact list regularly. Any changes to the primary and secondary member contact details shown on the HBAA website should be made by the member using the member profile tool.
- 3.5 HBAA members carry an assurance of quality for their Clients and it is recommended that the HBAA logo is used on all appropriate promotional material and members' own websites, in accordance with HBAA brand guidelines.
- 3.6 Only members holding a valid certificate of membership are entitled to use HBAA logos and to reference the association on printed and digital collateral, including social media channels.
- 3.7 HBAA logos must be removed within 7 days of cessation of membership. Any inappropriate use of HBAA logos should be reported to the HBAA Executive Office.

B. The Code of Practice for HBAA Members (“The Code of Practice”)

It is the intention that the HBAA be made up of Agency Members and Venue Members who operate within the accommodation, meetings and events supply profession, and who wish to improve standards and service delivery within the sector.

This document, the Code of Practice, sets out the principles by which HBAA Agency and Venue Members shall operate and sets out in general terms, the standards and duties that it is reasonable to expect both agencies and venues to observe.

The document can be used as a point of reference when dealing with potential breaches of the Code of Practice by any member; this is intended to protect the profession, individual practitioners, and their clients.

The Scope of the Code of Practice

1. The protection and guidance offered by the Code of Practice applies only to HBAA Agency and Venue Members.
2. The code has been drawn up to provide the minimum standards to be maintained by all Agency Members and Venue Members and applies to all business transacted between members, and equally to both accommodation and to meetings and events.
3. All Agency Members and Venue Members shall observe the Code of Practice in so far as it applies to their business, with all members demonstrating a mutual understanding and respect.
4. Agency Members and Venue Members are required to sign up to the Code of Practice to confirm their acceptance of the terms and conditions of the Code of Practice as a condition of membership.
5. The HBAA may issue changes to the Code of Practice from time to time.

4. Principal Obligations of Membership

This section contains obligations to be observed by both the Agency Members and Venue Members.

- 4.1 Members must be fully aware of the HBAA Code of Practice and adhere to the code throughout their business. Members sign up to and must uphold all terms and conditions of the Code of Practice and are responsible for ensuring all their relevant employees are aware of and abide by the Code of Practice.
- 4.2 Members must not engage in conduct which may seriously prejudice the standing and reputation of the accommodation, meetings and events profession or of the HBAA.
- 4.3 Members agree to treat as confidential and not to use or disclose to any third party any confidential information derived from the other party.
- 4.5 Members should ensure that any activity relating to the promotion or receipt of products and services for the purpose of encouraging bookings, is fully compliant with The Bribery Act 2010 and with their own company policies, and their clients' company policies.
- 4.6 Members agree to relevant and appropriate representation at HBAA meetings and events.
- 4.7 The rate of commission agreed between an Agency Member and a Venue Member is a matter of commercial negotiation and is generally paid on rates excluding VAT. In a situation where commission is due and no rate of commission has expressly been agreed, it is recommended that the minimum rate of commission is calculated as follows:
 - 4.7.1 The commission rate percentage stated should be exclusive of VAT
 - 4.7.2 The most widely spoken of figure, which is commonly acceptable to both sides, is 10%.
For example:

Venue rate: £100.00 + VAT @ 20% = £120.00.

Commission @ 10% on the net amount = £10.00 + VAT@ 20% = £12.00
Commission @ 10% on the gross amount = £12.00 + VAT @ 20% = £14.40
 - 4.7.3 It is recommended that unless otherwise agreed, commission shall be paid on, but is not limited to, pre-booked accommodation, room hire, day delegate rates, 24-hour delegate rates, food and beverage, whether pre-booked by the Agency Member or the Client.

4a. Agency Member Obligations

Being a professionally operated organisation, HBAA requires its Agency Members to conform to the following obligations of membership. These obligations have been established to ensure the interests of all members are protected.

HBAA Agency Members will:

- 4a.1 Hold IATA accreditation or a TIDS code in order to claim and collect commission payments.
- 4a.2 Qualify enquiries as per Appendix A – ‘Enquiry Handling - Best Practice Guidance’.
- 4a.3 During the enquiry process, identify themselves as an agent, and state clearly their requirement for commission, if no existing arrangement is in place.
- 4a.4 Disclose at enquiry stage any specific client terms and conditions applicable.
- 4a.5 If requested during the enquiry process, advise the Venue Member of the payment method.
- 4a.6 Either identify their Client by name or issue a form of reference and industry sector if they are not able to identify their Client for confidentiality reasons.
- 4a.7 Not alter any rate quoted or offered by a venue, without the venue's consent, other than for the demonstration of taxes, or currency exchanges.
- 4a.8 Issue written or electronic confirmation of all booking details to Venue Members and Clients within an agreed time frame. Such confirmations to be in a clear format, with reference to any relevant terms and conditions of booking and including any booking reference issued.
- 4a.9 Deduct commission at source only with prior arrangement or justifiable cause and when doing so, advise the Venue Members of the amounts deducted and follow correct invoicing procedures for reconciliation purposes as set out by HM Revenue and Customs.
- 4a.10 Commit to providing pre-arranged face-to-face access to Venue Members where mutual educational benefit can be demonstrated. The format of this access is at the Agency Members’ discretion.

4b. Venue Member Obligations

Being a professionally operated organisation, HBAA requires its Venue Members to conform to the following obligations of membership. These obligations have been established to ensure the interests of all members are protected.

HBAA Venue Members will:

- 4b.1 Alert the Agency Member if a specific enquiry has already been received from another agency, or direct from the Client, where it can be verified that it is for the same piece of business.
- 4b.2 Check that an agency is IATA/TIDS registered.
- 4b.3 Respond to the Agency Member on any specific client terms and conditions applicable to the enquiry.
- 4b.4 Endeavour to establish the method of payment during the enquiry process.
- 4b.5 Honour commission agreements in place.
- 4b.6 In the case of meetings, events and group bookings ensure rate parity is given for all space and facilities held, regardless of the source - whether Agency Member or Client - when it can be verified that it is for the same piece of business.
- 4b.7 Pay commission to an Agency Member who places a piece of business and a provisional/tentative booking is made, even if the Client ultimately confirms the booking directly.
- 4b.8 Honour contracted rates agreed for the period of that contract, subject to changes in taxation.
- 4b.9 Best practice regarding settlement of invoices by credit or payment card including virtual cards implies that any merchant or transaction fee applied by a financial institution or bank should be borne by the Venue Member receiving the payment. Payment terms agreed at the point of confirmation must be adhered to.
- 4b.10 Agree to pay commission, at the rate(s) agreed between the parties, on all commissionable business. Commission will be due and payable to the Agency Members in accordance with the following:
 - 4b.10.1 Where the Client pays the Venue Member direct: The Venue Member should pay commission following receipt of the Agency Member's post-event invoice within 30 days of the invoice date, or within the agreed mutual terms.

- 4b.10.1a Where the Client makes payment through 'disclosed agency' billback, the Venue Member should pay commission following receipt of the Agency Member's post-event invoice within 30 days of the invoice date, or within the agreed mutual terms, or by deduction of commission at source as per point **4a.9**.
- 4b.10.1b Where the Agency Member is acting as Principal: commission will be paid once settlement of the account is received, within 30 days of the commission invoice date, or within agreed mutual terms, or by deduction of commission at source as per **4a.9**.
- 4b.11 When requested, Venue Members are to provide copy invoices to the Agency Member within 5 working days or as agreed after departure of guests/final day of event.
- 4b.12 Commission is due to Agency Members as a result of contracted cancellation charges, 'no show' charges, early departure charges, and other amendments with financial implications.
- 4b.13 Agreed best practice for Venue Members charging cancellation fees is
 - 4b.13.1 where a venue resells the contracted cancelled facilities at the same or higher rates than those contracted, cancellation charges should be waived entirely
 - 4b.13.2 where a venue resells the contracted cancelled facilities at lower rates than those contracted, the cancellation charges should be the difference between the original contracted value of the booking and the achieved resale value.
- 4b.14 Where the Agency Member has not been involved in the initial enquiry and subsequent confirmation, operating billback does not automatically qualify the Agency Member for commission.
- 4b.15 In the event of a disputed commission invoice, pay all undisputed amounts within the stipulated time, as herein referred, leaving the disputed amounts outstanding. The Venue Member shall have a period of 14 days, or as agreed, from the date of the Agency Member's invoice to dispute any amount on the invoice. Once disputed amounts have been resolved such agreed amounts shall be payable within 14 days of the agreement. The amount to be disputed shall not be the total amount of the invoice but shall be the individual amounts, unless the total amount is made up of one entry.
- 4b.16 Pay commission on the full commissionable value as booked if a Venue Member reduced a client's invoice by an amount representing a discount or credit, the reason for the discount or credit being without doubt due to the Venue Member's failure to provide a service, unsatisfactory service or similar circumstance.

- 4b.17 Not book out an Agency Members' Client unless in extreme circumstances. In such cases the Venue Member will:
- 4b.17.1 Contact the Agency Member immediately and prior to taking action.
 - 4b.17.2 Accept full responsibility for the out-booking to the Client and absolve the Agency Member of such responsibility.
 - 4b.17.3 Book the Client into an alternative venue in close proximity to the out-booking venue of at least the same standard or better, or as previously agreed, with all original billing arrangements honoured.
 - 4b.17.4 Pay any difference in cost if relevant.
 - 4b.17.5 Arrange and pay the cost of a taxi or appropriate transportation to and from the new venue to the out-booking venue, if required.
 - 4b.17.6 Write to the agent or client, as agreed. The contents of such communication to be mutually agreed.
 - 4b.17.7 The out-booking venue must ensure that the Agency Member's commission is paid, as per the original commercial arrangements.
 - 4b.17.8 The out-booking venue should ensure that the value of the out-booked business is included towards any commercial agreements.

5. Enquiry Process and Options Policies

This policy serves to:

- Create clearer identification of a Client's requirements, through improved enquiry qualification and understanding of client brief;
- Provide clients with the best and most suitable match to their requirements;
- Increase conversion rate of provisional booking to confirmed status;
- Minimise the false demand that exists within the market as a result of multiple option holding, whereby inaccurate demands can inflate rates above the "true" market conditions.

Please refer to the "Enquiry Handling - Best Practice Guidance" – **Appendix A** to support the below.

- 5.1 Venue Members should not amend or cancel provisional bookings prior to the agreed option deadline, unless discussed with the Agency Member.
- 5.2 Agency Member and Venue Member enquiry/option holding protocol:
 - 5.2.1 Upon receiving an enquiry, where space is available and subsequently offered by the Venue Member to the Agency Member, the venue will provide the Agency Member first requesting the space with a provisional booking on a 1st option basis for an agreed period.
 - 5.2.2 During the agreed provisional 1st option period the Venue Member cannot release the said space without consultation with the Agency Member.
 - 5.2.3 Venue Members may only offer shared options with the agreement of all parties.
 - 5.2.4 On receiving a brief, where a Venue Member subsequently "denies" or "turns down" that business, a Venue Member should communicate the reason.
 - 5.2.5 When requesting to hold space at venues Agency Members should support the options policy by proposing 2nd or shared options to Clients and not restrict to only offering 1st options to Clients. Agency Members and Venue Members will liaise in order to track the progress of the option.
 - 5.2.6 Agency Members commit to working with their Clients towards reducing the number of options held per enquiry with the aim of increasing venue booking conversions.
 - 5.2.7 Agency Members agree to transparency over the number of options held per enquiry and must be mindful of the implications of multiple option holding. Venue Members are encouraged to discuss consistently low conversion with relevant Agency Members prior to restricting said Agency Members from holding space.
- 5.3 At the outset of the enquiry, information which may impact the business/event should be shared between Agent and Venue Members.

6. Whose Client Is It?

There are four areas to consider when the issue of ‘**whose Client is it?**’ might arise and more particularly who is entitled to receive any commission due from the Venue Members, and who can make approaches to the Client for business. These areas can be categorised as follows:

- A. Agency Member & Agency Member – Where two agents disagree as to who owns the Client and therefore who is entitled to receive the commission
- B. Agency Member & Venue Member – Examples such as when the Venue Members are entitled to approach the Client, introduced by an Agency Member, directly for business
- C. Agency Member & Client – Examples of whether the Agency Member has been properly instructed to act on behalf of the Client
- D. Venue Member and Client – Examples such as concerns as to whether the Venue Member has been properly instructed to act on behalf of the Client

The following provisions of this section are to be considered as best practice and it is the intention of this section, as it is throughout this document that Venue Members and Agency Members operate in a fair and ethical manner. Furthermore, the provisions of this section are not to be used to protect Agency Members/ Venue Members who do not invest in developing strong client relationships.

In all cases it is recommended that HBAA Agency Members should disclose a commission-based business model to their clients

- 6.1 It is accepted by Agency Members and Venue Members that the Agency Member who has been instructed by the Client to enter into a contractual relationship to place business (“Confirmation of Business”) is the Agency Member who is entitled to receive any commission due from the business.
- 6.2 Where there are two Agency Members handling the same booking on behalf of a Client, commission is paid to the Agency Member who confirms the business with the authority of the Client, not necessarily the agency that makes the first enquiry.
- 6.3 In the case of a contracted (mandated or rostered) Client, the authority of the Client supersedes that of the client booker.
- 6.4 Where two agencies are involved, the venue is not expected to ‘double-up’ commission payments nor mediate the outcome between the parties
- 6.5 When a Client makes a provisional booking direct with a venue, whether for new or repeat business, Agency Members should not declare the bookings as their own and subsequently claim commission from a Venue Member without the prior agreement of the Venue Member.

- 6.6 If a Client previously introduced by an Agency Member advises a venue that they would like to re-book, the Venue Member should clarify with the Client whether they will again be booking via the Agency Member and advise the Agency Member accordingly.
- 6.7 A Client introduced to a venue by an Agency Member, whether through site inspection, provisional or confirmed booking, continues to be the Agency Member's client for that event and/or further bookings. Should a Client at site inspection or post-event discuss further bookings with the Venue Member, the Venue Member is to honour the agent/client relationship by providing commissionable rates on the assumption that the Agency Member will be involved, unless otherwise stated in writing by the Client.
- 6.8 Venue Members are not obligated to pay commission to organisations which are not IATA/TIDS registered.
- 6.9 It is not acceptable practice for a Venue Member to incentivise a Client introduced by an Agency Member, to place subsequent group, meeting or event bookings direct by using price, added value items or other beneficial factors.
- 6.9.1 This does not restrict Venue Members from maintaining existing and building new relationships with any bookers within any Client organisations.
- 6.9.2 This does not restrict Venue Members from signing up Clients to loyalty programmes or reward schemes which are not used specifically to incentivise a Client to book a venue directly for groups, meetings and events.

7. Billback, Credit and Handling Client Funds

For an agent to operate billback, approval must be obtained from participating venues.

Given the importance of financial best practice within the accommodation, meetings and events reservation profession, the HBAA has set out below the basis on which financial transactions should take place between Agency Members, Venue Members and Clients, subject to individual commercial agreements between them.

Billback is a service which may be offered by the Agency Members to their respective Clients, whereby invoices for the services provided by the Venue Member are not settled on departure but are sent to the Agency Members for payment. There are numerous variations to the operation of a billback service, but the common definition which exists within the industry should be applied.

Agency Members can act in either of two legal capacities, as a **'Disclosed Agent'** or as a **'Principal'** and have a right to elect which capacity they wish to operate under.

- As a **'Disclosed Agent'**, the Agency Member has no financial liability as this rests with the Client. Where the Agency Member is acting as **'Disclosed Agent'** in order to satisfy requirements imposed by the Tour Operators Margin Scheme (TOMS), then the Venue Member's invoiced charges must be addressed to the Client 'care of' (c/o) the Agency Member.
- As a **'Principal'**, the Agency Member assumes financial liability for the venue's invoiced charges. The Venue Member's invoiced charges must be addressed solely to the Agency Member.

The billing instructions of the Agency Member should be clearly established with the Venue Member at the outset of every transaction, either periodically or on a transaction by transaction basis. Furthermore, the Agency Member can elect to hold different capacities dependent upon the Client.

The Agency Member should identify how they intend to operate billback during the enquiry process, before the booking is confirmed or contracted.

Agency Members agree to operate under one of the following capacities:

7.1 The Agency Member acts as a **'Disclosed Agent'**

This means that the contractual and financial liabilities for the transaction rests with the Client and any debt collection or liability issues or obligations are between the Venue Member and the Client.

7.1.1 Standard Credit Agreement

There is a credit agreement between the Venue Member and the Client. The Client empowers the Agency Member in writing to access the Client's credit facility for the fulfilment of the services provided by the Agency Member. The Venue Member is provided, if requested, with a copy of a letter/contract, (a template for a Letter of Authority can be found [here](#)), prior to any business being placed.

7.1.2 Deferred Liability Agreement

The Agency Member forwards to the Venue Member, details of any Clients to whom it wishes to offer a billback facility. This can be done by transaction or for a medium-term facility. The Venue Member takes out the necessary credit checks on the Client. The Venue Member confirms back to the Agency Member the acceptable credit limit they would offer the Client/s in question. The Venue Member may provide a standard credit agreement for signature by the Client. The Agency Member then provides the Venue Member with evidence of authority from the Client to act on their behalf. This unambiguously confirms:

- The Client's liability for any debts which may arise in connection with the services provided by the Agency Member, in the fulfilment of the Client's accommodation, meeting and event booking requirements;
- The Venue Member's right to bring a direct claim against the Client in the event of default;
- The Venue Member's right to take any necessary steps to recover the debt from the Client in the event of default.

A copy of a sample Letter of Authority is available for download [here](#)

7.1.3 Separate commercial agreements exist between the parties.

The parties establish a separate commercial agreement, wherein the Agency Member acts as a '**Disclosed Agent**', which overrides the provisions of 7.1.1 and 7.1.2 above and thus agree with each other on the terms and conditions particular to their circumstances.

7.2 The Agency Member acts as a 'Principal'

This means that the contractual financial liability for the transaction rests with the Agency Member, and any debt collection issues, or obligation is between the Venue Member and the Agency Member.

7.2.1 Standard Credit Agreement

A credit agreement exists between the Agency Member and the Venue Member. The credit limit is set at a level advised by the credit checking agencies of the Venue Member. The Agency Member must abide by the terms of the agreement.

7.2.2 Extended Credit Agreement

Where the Agency Member requires a credit limit beyond the limits recommended by the credit checking agencies of the Venue Member, the Agency Member will be required, if requested by the Venue Member, to provide evidence of “credit guarantee insurance”, enough to cover the additional amount of credit required for all the Venue Members with which the Agency Member places business.

7.2.3 Separate commercial agreements exist between the parties

The parties establish a separate and legal commercial agreement, wherein the Agency Member acts as ‘Principal’, which overrides the provisions of 7.2.1 and 7.2.2 above and thus agree with each other on the terms and conditions particular to their circumstances.

Best Practice Guidance Notes

1. If the Agency Member acts outside the scope of their authority, and the Client has not ratified their acts, the Client will incur no liability to the venue, but the Agency Member will. It is therefore important to identify clearly the scope of the Agency Member’s authority.
2. The Agency Member shall undertake to hold its Client’s funds in a non-trading account and shall undertake to only use those funds for the purpose of settling the Client’s accounts in accordance with the Client’s remittance.
3. Once in funds from the Client, the Agency Member must make prompt settlement to the Venue Member within the payment terms agreed.
4. Where an Agency Member is acting as a ‘**Disclosed Agent**’ and the Client transfers money to the Agency Member to pay the Venue Member on its behalf, and the Agency Member subsequently becomes insolvent and/or simply does not use the money to pay the Venue Member, then the Venue Member may still pursue the Client for the payment so that the Client may effectively pay twice.
5. Venue Members are encouraged to apply these best practice guidelines in their billback dealings with all agencies and not just those who are HBAA Agency Members exclusively.

8. Breach of the Code of Practice

The HBAA does not offer a dispute resolution process for matters which fall outside of the Code of Practice, or between parties where one party is not a member of the Association.

As part of the HBAA Code of Practice, this Process must be recognised and upheld by members: If a member involved in a dispute or potential breach chooses not to follow the Process, they run the risk of expulsion from the Association.

Where a member considers that there has been a breach, the recommendation in all cases is that both parties use best endeavours to remedy that breach.

If this does not result in a satisfactory outcome for either, both parties have a right to access the HBAA Dispute Resolution Process as shown below.

Any member found to be in breach of the Code of Practice, or whose professional conduct contravenes point 4.2 as stated in the 'Principal Obligations of Membership', may be expelled from the Association at the decision of an HBAA Dispute Resolution panel.

It is important to recognise that this process relates only to potential breaches of the Code of Practice and any dispute arising from or relating to contractual law is beyond the remit of the Association.

The **HBAA Dispute Resolution Process**, which is considered as best practice, is summarised as follows, with an infographic shown on Page 22: -

Step 1)

Negotiation: As a starting point, HBAA recommends that the parties resolve any dispute arising out of or relating to this Code of Practice without the involvement of the Association, through negotiations between senior executives of the parties, who have authority to settle the same.

If the matter is not resolved, then the party raising the dispute should write to the other party to formally request 'an invitation to negotiate' within the next 30 days. At this point there is still no involvement from HBAA.

If at the end of this period the dispute remains unresolved, then the party raising the dispute can take the dispute to Step 2).

Step 2)

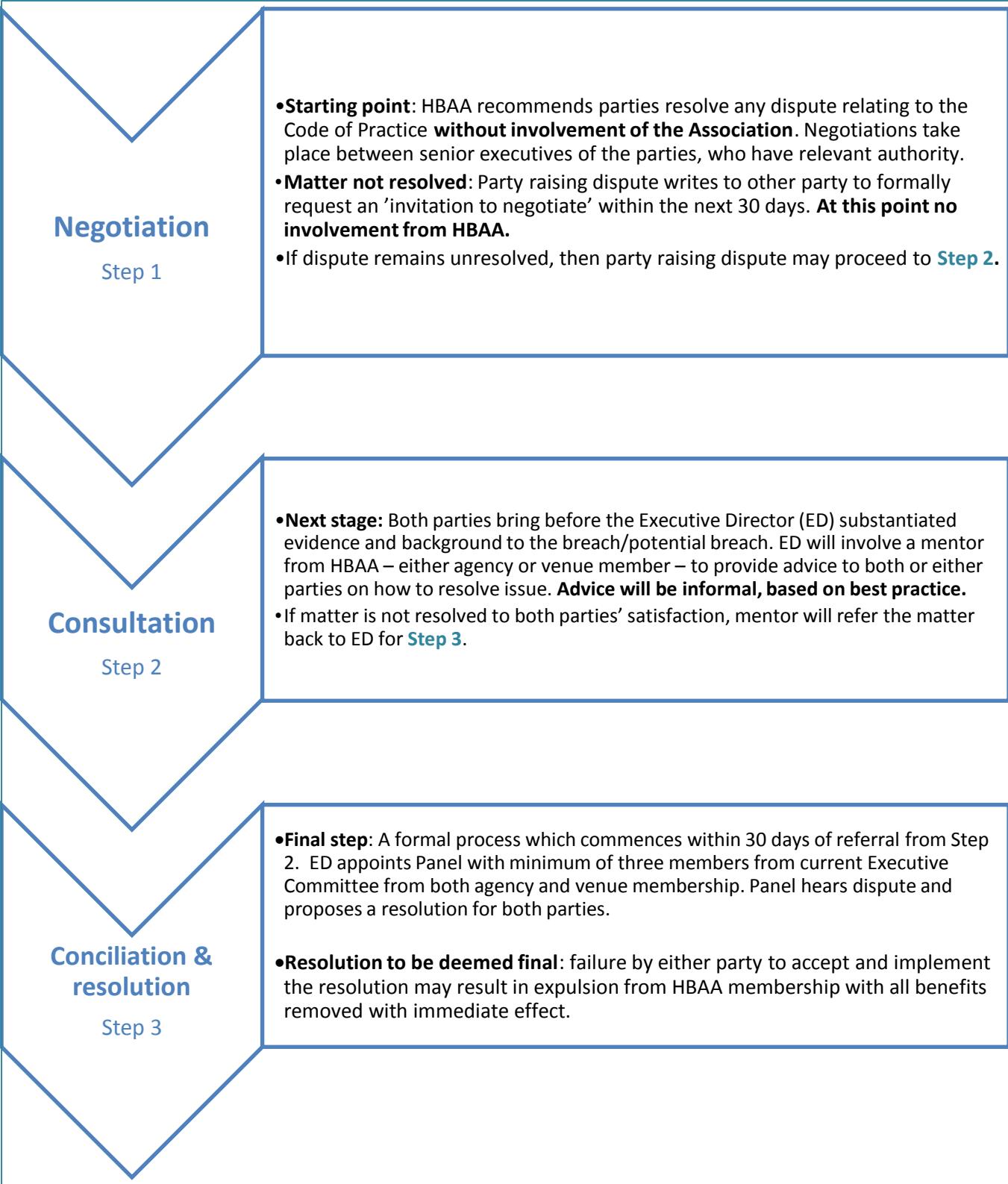
Consultation: The next stage is to bring before the Executive Director substantiated evidence and background to the breach/potential breach and the Executive Director will then ask a mentor from the HBAA – either an agency or venue member – to provide advice to both or either parties on how to resolve the issue. This will be informal advice, based on best practice. If the matter is not resolved to the satisfaction of both parties following the advice of the mentor, the mentor will refer the matter back to the Executive Director for the final step in the Process.

Step 3)

Conciliation & resolution: This is a formal process which commences within 30 days of referral from Step 2). A panel of a minimum of three members of the current Executive Committee with representation from both agency and venue membership will be appointed by the Executive Director. The panel will hear the dispute and based on the issues presented will propose a resolution for the parties. This resolution is deemed as final, and failure by either party to accept and implement it may result in expulsion from HBAA membership and all benefits of membership being removed with immediate effect.

NB: Nothing in this Process prevents either party, having given written notice to other parties, from seeking further advice from the Chartered Institute of Arbitrators and/or the legal system.

HBAA Dispute Resolution Process



Whilst it is understood that different procedures and guiding principles exist across the industry, this is the HBAA's recommended best practice for Agency and Venue Members working together on enquiry handling and option management.

The terminology shown here is commonly used within the industry, with definitions agreed by all members.

Terminology

Enquiry or Prospect: Enquiry only, no space being held.

Provisional space being held on 1st, joint/shared, 2nd and further options: Venue to indicate option and decision time frames on higher options.

Option date: The date specified by the venue until which the option will be held: It should be clearly communicated if option dates are being used. It is essential that the option status is clearly clarified for agent/client.

- **1st option** = Provisional space being held for one client at any one time.
- **Joint or shared option** = provisional space being held for one or more client/s at the same time
- **2nd and subsequent options:** Holding space behind whomever who has 1st option, and so on.

Tentative: Contract issued to agent/client and awaiting signed return.

Conversion: The change of status from a provisional booking to a confirmed/definite/contracted booking.

Confirmed or Definite or Contracted: Signed Contract returned, and Terms & Conditions agreed.

Released: Business that the agent and venue were holding on a provisional option basis (no matter whether on 1st, joint/shared, 2nd or subsequent option), which has been subsequently released by the venue, agent, or client direct.

On Allocation: Group accommodation room block held for individual bookings.

Refused or Denied or Turned Down: The venue is not able accommodate or accept a booking and has declined the enquiry.

Cancelled: The client has cancelled a contracted/definite booking, and Terms & Conditions apply.

Wait List: Where there is no availability, a wait list is introduced.

Deadline: Agreed time scale for a decision to be made.

Chasing: Communication between agency/venue/client relating to a booking or availability.

Multiple Agents: The same enquiry being received by the venue from multiple agencies.

Natural daylight: Windows looking outside the building emitting natural daylight.

Overnight hold: Meeting space is blocked overnight and is not used for another client or internal function.

Exclusive use of meeting space: No one to conduct site inspections/showrounds into the space, unless otherwise agreed.

Total exclusive use: Relates to the areas requested and could mean TOTAL building. No other clients or guests to be allowed in the building even for afternoon tea, drinks at the bar etc. This may exclude the leisure club if the hotel has a private membership.

Site inspections / Showround: Agent/client visiting venue to view space relevant to their enquiries. Staff to be fully trained in site inspections, ensuring all relevant space is available to view and that the inspection is preferably carried out by the person dealing with the enquiry. The agent/client should be advised in advance if full space/accommodation/relevant area of venue is not available to view and be updated prior to visiting the venue if the situation changes.

MEETINGS, EVENTS & GROUP ACCOMMODATION ENQUIRY HANDLING GUIDELINES

From the Agency Member's perspective

- Fully qualify the client brief to ensure correct venue selections are identified and that in the first instance, only suitable venues which meet the criteria are contracted. This ensures that both the agency's and venue's resources are effectively used to work on enquiries which appropriate to that venue.
- Advise the venue of enquiry turn-round/response time.
- Advise the venue of any specific client and/or agency terms and conditions relating to the business when making the enquiry.
- Where appropriate, seek clarification on venues' cancellation policies, minimum numbers and terms, and be responsible for informing their client of same.
- At the time of enquiry, provisional bookings to be made to secure all required facilities.
- Client reference to be given, preferably the company name, so that the venue can check for conflicting business already placed, or to advise if the enquiry has already been received from another source. In the case of commercial sensitivity, the agent should provide industry sector as a minimum.
- It should be established if there is an automatic release date and any option expiry date should be mutually agreed.
- If requested during the enquiry process, advise the venue of the payment method.
- While space is being held, the agent should keep the venue advised of any change of circumstance relating to the booking and share appropriate information to help the venue understand the likelihood of the booking converting.
- Work with the venue to establish option status, management of the option and communication with the client.
- Where appropriate, site inspections should be made within an agreed time frame.
- Provide relevant feedback to venues post site inspections/showrounds.
- Confirm relevant space and send accurate confirmation within the agreed time frame.
- Release other space immediately, explaining why the venue did not win the business, and also where business / booking placed.
- Check with the client to ensure contract has been signed and returned to venue with relevant deposits.

MEETINGS, EVENTS & GROUP ACCOMMODATION ENQUIRY HANDLING GUIDELINES

From the Venue Member's perspective

- Provide honest and complete information on the space available for the enquiry and its suitability for the booking.
- Offer and hold provisional space on 1st option, joint/shared, 2nd or subsequent options where possible. It must be made clear to the agent on which basis the option is offered/held.
- Hold in client name and agent name, with any relevant reference advised.
- Check for competing business within the venue providing information relating to the client's identity has been given by the agent.
- Inform agent if conflicting business does come to the venue after provisional/confirmation.
- Inform all parties immediately if the same piece of business has been received from another source already.
- Space should be considered available until the contract has been signed off and deposits are received by the venue within the agreed timeframe.
- Block the space/accommodation in the relevant diary and property management systems STRAIGHT AWAY.
- If offering an option date, advise the agent in writing.
- Advise the agent of venue booking terms and conditions.
- Inform the agent if the venue will be undergoing any renovation or refurbishment at or around the time of the event.
- Management of options – there should always be open dialogue during the enquiry process between venue, agency and client.
- Deadlines should be adhered to by all parties.
- Chases and updates should be made as the business dictates/demands.
- Be flexible wherever possible.
- Be prepared to discuss the venue's terms & conditions and be aware of their meaning, payment policies.
- Issue contracts in a timely fashion, and subsequently chase deposits and signed contract to keep all parties within the stated timeframe.
- Should contract and deposit not come back by the agreed timescale, speak with the agent urgently. Venues reserve the right to release within 24 hours of a deadline.

GUIDELINE QUESTIONS FOR VENUE MEMBERS DURING ENQUIRY PROCESS WHEN WORKING WITH AGENTS (where no alternative process is in place)

- The name of the client company/organisation. If commercially sensitive, then reference and industry sector.
- Is there flexibility in the brief and the dates provided?
- What is the budget and preferred brand/style of venue?
- What is the purpose and objective of the event?
- What is the frequency of this event?
- Where has this event been held previously
- Who are the attendees?
- Where are the attendees travelling from?
- Which other destinations/locations being considered?
- Where will the client NOT go/consider?
- How many options will be proposed to the client?
- What other venues are being considered and what rates are they offering?
- Are any other agencies involved?
- Have you secured this business or are you pitching?
- What are the timescales?
- What is the decision date?
- Who is the decision maker?
- Where relevant, when will site inspections be arranged/taking place?
- What is important to the client for this event (deal breakers etc.)?
- What are the timings for the event?
- Is early access required for set-up/preparation?
- Overnight hold?
- Is late access required for breakdown?
- Is overnight accommodation to be contracted or on allocation/freesale?
- How will payment be made?

- Does the agent have everything they need to put your venue forward?
 - What can we do further to help you win this business for our venue?
 - NB: if the venue believes the enquiry lacks depth or is vague, it is not compelled to hold space although it should ensure the agent is aware of this.
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9. Supporting reference documents

To assist Agency and Venue Members in conducting business together, HBAA offers the following three 'best practice' reference documents which can be downloaded from the Resource Centre on the HBAA website:-

- A: [Working Agreement between Agency and Venue Members](#)
- B: [Working Agreement to meet the needs of the serviced apartment sector; between Agency and Property Providers](#)
- C: [Client's Letter of Authority for working with an Agency Member](#)

Members may find these useful to adapt for their own organisations; to clarify their relationships, to avoid disputes and to build mutual loyalty leading to additional business.
