The beam Industry Code of Practice

This code of practice is produced by beam following collaboration with and endorsement by the following organisations: Advantage Travel Partnership, AIEA (Alliance of Independent Event Agencies), Business Travel Association (BTA), The International Association of Conference Centres (IACC), and The Meetings Industry Association (MIA).

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Code of Practice Toolkit

The following documents are referenced in the Code of Practice and are available to download from the **beam** website.

A. Working agreements between Agency Members & Supplier Members

B. Letter of Authority

C. beam's Good Business Conduct Policy

D. Industry recognised Standard Industrial Classification (SIC) Codes

E. beam Payment Toolkit

E1: Billback
E2: Virtual Cards
E3: Deposit VAT Invoice
E4: Commission Deduction
E5: Late Payments Agent to Venue
E6: Commission Payments No Billback
E7: FAQ beam Payment Toolkit

F: Meetings, Events & Group Enquiry Handling – Best Practice Guidance

G: Recommended Agreement for the Serviced Apartment sector

H: Instant Book

I: Service Charge Best Practice

A: The Association

1. Introduction

The Hotel Booking Agents Association (HBAA), trading as beam, is a not-for profit trade association and was formed in 1997. Its original membership was made up of independent, well-established agencies which specialised in making event, accommodation, and meeting 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 to the agents' clients.

The association has evolved to encompass a full cross-section of the industry, whose membership, in addition to the above services, now also includes agencies specialising in event delivery, as well as a range of hotel and venue suppliers such as hotels, conference centres, academic, historic, and sporting venues, and apartment providers.

In 2022, membership was opened to any qualifying organisation within the industry. For a full list of membership categories please see here.

All **beam** members specialise in providing services, facilities and products relating to the business events, accommodation, and meetings sector.

beam Vision

To be recognised as the leading association for the Business Events, Accommodation and Meetings Industry.

beam seeks to promote professionalism, ethical and sustainable practices, diversity, education, innovation and thought leadership, whilst acting as a unified and powerful voice for our members.

beam Mission

To ensure **beam** membership is seen as a hallmark of quality and that the association remains relevant, financially secure, and future fit.

Association pillars

2. Governance

The HBAA, trading 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 its 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** 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 much 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 conducts 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 meetings 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. These groups may also 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 all members of the association.

3.1 As a **beam** member, you are accepting these conditions of the Code of Practice as a Condition of Membership.

3.2 All members agree to having their organisation promoted as a **beam** member on the association's website.

3.3 All members will pay the annual membership fee within the requested time limit, which from time to time may change. An overdue payment interest charge of 5% over the Bank of England base rate will be applicable.

3.4 Members must give written notice to the **beam** Membership Services team of the member's intention to resign from **beam** 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.

3.5 Members must advise the **beam** Membership Services team of key contacts within their organisation who will be available to resolve issues raised relating to their organisation, and both a contact email address and a contact phone number for communications from the association. The **beam** Membership Services team will review this contact list regularly. Any changes to the primary and secondary member contact details shown on the **beam** member's area on the website should be sent to membership@beam-org.uk as soon as possible.

3.6 **beam** members carry an assurance of quality for their clients, and it is recommended that the **beam** logo is used on all appropriate promotional material and members' own websites, in accordance with **beam** brand guidelines.

3.7 Only members holding a valid certificate of membership are entitled to use **beam** logos and to reference the association on printed and digital collateral, including social media channels.

3.8 Members must cease all use of **beam** logos within seven days of cessation of membership and remove them from all communications and collateral. Any inappropriate or unauthorised use of **beam** logos should be reported to the **beam** Membership Services team.

B. The Code of Practice for beam Members ("The Code of Practice")

beam is made up of company members who operate within the business accommodation, event, incentives, and meetings supply profession, and who wish to improve standards and service delivery within the sector. **beam** actively encourages collaboration across the industry and fosters relationship building to support a harmonious and positive approach to working together.

This Code of Practice sets out the principles by which **beam** Members operate and sets out in general terms the standards and duties that it is reasonable to expect both agencies and suppliers 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 guidance offered by the Code of Practice applies to UK trading and only to **beam** Agency and Supplier Members. It is recognised by the wider industry, and is endorsed by the Advantage Travel Partnership, the Association of British Professional Conference Organisers (ABPCO), AIEA (Alliance of Independent Event Agencies, Business Travel Association (BTA), The International Association of Conference Centres (IACC), and The Meetings Industry Association (MIA).

2. The Code has been drawn up to provide the [minimum] suggested standards to be maintained by all Members and applies to all business transacted between Members.
3. All Members shall observe the Code of Practice as far as it applies to their business, with all Members demonstrating a mutual understanding and respect.
4. Members are required to sign up to the Code of Practice to confirm their acceptance of the conditions of the Code of Practice as a condition of membership.
5. **beam** may issue changes and appendices to the Code of Practice from time to time in consultation with Members and industry partners.
6. The association commits to conducting regular full reviews of the Code of Practice at intervals of no more than three years.

4. Obligations of Membership

This section contains obligations to be observed by all members.

4.1 Members must famliarise themselves the **beam** Code of Practice and adhere to the Code throughout their business. Members sign up to and must uphold all 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 agree to uphold the **beam Good Business Conduct Policy** as a condition of membership.

4.3 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.

4.4 Members agree to support **beam** meetings and events with relevant and appropriate representation.

4.5 The rate of commission agreed between an Agency Member and a Supplier Member is a matter of commercial negotiation between those Members.

It is vital that commission rates between agents and suppliers are agreed prior to contracting.

4.5.1 An example of how commission can be calculated is:

Supplier 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

Historically, commission rates paid to agents by suppliers have commonly been between 8% and 10% of the booking value for qualifying items.

Commission agreements are between an agent and supplier and any guidance provided in this ode relating to commission is provided purely for illustrative purposes and should not be used for any other purpose.

4.5.2 We strongly recommend that all commission agreements between parties are agreed prior to any enquiry or booking being placed.

Commission may be paid on 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. Pre-booked means anything booked prior to arrival.

4.5.3 Where deposits are paid, the parties should agree between themselves how related commission will be paid. Some common examples of how this process has worked historically are:

Non-refundable deposits: Commission is due in advance of the event as per agreed payment terms and on receipt of vatable invoice from the agent.

Refundable deposits: Commission is due post event as per agreed payment terms and on receipt of a vatable invoice from the agent.

If a supplier offers a good will gesture that results in any part of a non-refundable deposit being refunded, the supplier and agent should mutually agree how this process will work.

4.5.4 To align with good industry practice, commission is typically payable only where an agency has material involvement in a booking.

a. No automatic commission on repeat events

If a client chooses to rebook the same or a similar event directly with a venue, and the agency has no involvement, no commission is due.

b. Commission based on contribution

Commission should be paid only when the agency provides material support—such as holding space, advising the client, negotiating terms, or managing sourcing or contracting.

Billback alone is not sufficient involvement.

If the client chooses to hold the space for the following year, the venue should clarify agent involvement with both agent and client

c. Optional goodwill payment

A venue may choose, at its discretion, to pay commission on a first repeat as recognition of the original introduction, but this is voluntary and not an entitlement.

d. No retrospective claims

Agencies should not request commission where they have not contributed to the repeat booking.

Definition – "Repeat Booking"

A repeat event is a booking made by the same client that is materially the same as the original event (same purpose/format, similar cycle, same venue).

This definition does not create a right to commission; commission depends solely on active agency involvement.

4.6 To increase visibility and support of the sector, all Members should include an industry-recognised Standard Industrial Classification (SIC) Code when defining their business activities with Companies House. [More information on SIC Codes can be found here].

4a. Agency Member Obligations

Being a professionally operated organisation, **beam** expects 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.

beam 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 **Meetings, Events & Group Enquiry Handling – Best Practice Guidance** from the Code of Practice Toolkit.

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 or restrictive client terms and conditions applicable that could prevent business from going ahead.

4a.5 Advise the Supplier of the payment method at enquiry stage. As differing payment methods for settlement and deposits involve varying costs to the Supplier Member, once a booking is confirmed, the agreed payment method should not be changed without mutual agreement.

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. An NDA is available here. Unless for exceptional circumstances, industry sector should not impact rates.

4a.7 Not alter any rate quoted or offered by a Supplier, without informing the Supplier and obtaining the Supplier's consent, other than for as necessary to account for taxes, or currency exchanges.

4a.8 Issue confirmation of all booking details to Supplier and clients within an agreed time frame. Such confirmations should 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 Supplier of the amounts deducted and follow correct invoicing procedures for reconciliation purposes as set out by HMRC.

4a.10 Commit to providing pre-arranged access to Supplier Members where mutual educational benefit can be demonstrated. The format of this access is at the Agency Members' discretion. However, priority should be given to beam Supplier Members once agency priority partner commitments have been met.

4a.11 Ensure the accuracy of commission invoicing and submit claims in a timely manner. See also Section 7.

4a.12 In the case of a dispute over client billing, the Agency Member will mediate to support the best outcome for all parties. Client being principal.

In the event of late payment or payment disputes/disagreements from a client to a Supplier Member directly, it is recognised and agreed that the client is the Principal party, however the Agency Member will actively assist the Supplier Member in resolving any issues. The Agency Member's involvement aims to support both the client and Supplier Member in achieving a fair and satisfactory outcome for all parties involved.

4a.13 For best practices in 'Out booking' see points 4b.16 and 4b.17

4b. Supplier Member Obligations

Being a professionally operated organisation, **beam** expects its Supplier Members to conform to the following obligations of membership. These obligations have been established to ensure the interests of all Members are protected.

beam Supplier 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. Supplier Members are not obliged to disclose the name of the other agency/agencies involved or that of the client booker.

4b.2 Check that an agency is IATA/TIDS registered if required for business processes. Supplier Members are not obligated to pay commission to organisations which are not IATA/TIDS registered.

4b.3 Respond to the Agency Member on any specific client terms and conditions applicable to the enquiry.

4b.4 Confirm the payment method with the Agency Member at enquiry stage. As differing payment methods for settlement and deposits involve varying costs to the Supplier Member, once a booking is confirmed, the agreed payment method should not be changed without mutual agreement. If payment method does change and there is an additional cost to the Supplier Member, any additional charges can be passed on to the end user with prior notification.

4b.6 Ensure rate parity is given regardless of the booking source, whether Agency Member or client, when it can be verified that it is for the same piece of business.

4b.7 Pay commission as agreed 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. See also Section 6.

4b.9 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.9.1 Where the client pays the Supplier Member direct: the Supplier Member should pay commission following receipt of the Agency Member's post-event correct invoice within 30 days of the invoice date, or within the agreed mutual terms.

4b.9.2 Where the Agency Member is acting as a Disclosed Agent and the client makes payment through 'disclosed agency' billback: the Supplier Member should pay commission following receipt of the Agency Member's post-event correct 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.9.3 Where the Agency Member is acting as Principal: commission will be paid once the Agency Member settles the account, within 30 days of the correct commission invoice date, or within agreed mutual terms, or by deduction of commission at source as per **4a.9**

4b.10 When requested, provide copy invoices to the Agency Member within 5 working days of the request, or as agreed, after departure of guests/final day of event with the client's permission as appropriate.

4b.11 Pay commission due to Agency Members as contracted or confirmed in relation to cancellation charges, 'no show' charges, early departure charges, and other amendments with financial implications.

4b.12 Recommended best practice for Supplier Members charging cancellation fees is:

4b.12.1 Where a Supplier Member resells the contracted cancelled facilities at the same or higher rates than those contracted, cancellation charges should be waivered entirely.

4b.12.2 Where a Supplier Member 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.13 In the event of a disputed commission invoice, pay all undisputed amounts within the stipulated time, as referred herein, leaving the disputed amounts outstanding. The Supplier Member shall have a period of 30 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 30 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.14 In the event of a Supplier Member delivering unsatisfactory service, pay commission on the full commissionable value as booked by the Agency Member where a Supplier 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 Supplier Member's failure to provide a service, unsatisfactory service, or similar circumstance.

4b.14.1 If the service is compromised due to misinformation or poor information from the Agency Member and a discount is provided, commission will be paid billed on the discounted value.

4b.15 In the case of transient accommodation: Supplier Members should not book out an Agency Member's client. However, in the unfortunate circumstance that this happens, the Supplier Member will:

4b.15.1 Contact the Agency Member immediately and prior to taking action as early as possible.

4b.15.2 Accept full responsibility for the out-booking to the client and absolve the Agency Member of such responsibility.

4b.15.3 Book the client into an alternative supplier in close proximity to the out-booking Supplier Member of at least the same standard or better, or as previously agreed, with all original billing arrangements honoured.

4b.15.4 Pay any difference in cost between the originally confirmed costs and those charged by the new supplier.

4b.15.5 Arrange and pay the cost of a taxi or appropriate transportation to and from the new supplier to the out-booking Supplier Member, if required.

4b.15.6 Write to the Agency Member or client, as agreed. The contents of such communication to be mutually agreed.

4b.15.7 The out-booking Supplier Member must ensure that the Agency Member's commission is paid, as per the original commercial arrangements.

If the new supplier cannot provide the same commission as the out-booking Supplier Member, then the out-booking Supplier Member must make up the difference.

4b.15.8 The out-booking Supplier Member should ensure that the value of the out-booked business is included towards any commercial agreements. The Agency Member is not entitled to claim duplicate commission amounts from both the out-booking Supplier Member and the new supplier.

4b.15.9 In cases of force majeure both parties should refer to their booking contracts.

4b.16 In the case of meetings and events: Supplier Members should not book out an Agency Member's client. However, in the unfortunate circumstance that this happens, the Supplier Member will:

4b.16.1 Contact the Agency Member immediately and prior to taking action.

4b.16.2 Accept full responsibility for the out-booking to the client and absolve the Agency Member of such responsibility.

4b.16.3 Mutually agree with the Agency Member who will manage the out-booking process to a new venue. If the Supplier Member does this, the new venue must be of at least the same standard or better, and all previous billing arrangements must be agreed and confirmed.

4b.16.4 Pay any difference in cost between the originally confirmed costs and those charged by the new supplier.

4b.16.5 Write to the Agency Member or client, as agreed. The contents of such communication to be mutually agreed.

4b.16.6 The out-booking Supplier Member must ensure that the Agency Member's commission is paid, as per the original commercial arrangements.

If the new supplier cannot provide the same commission as the original venue, then the original Supplier Member must make up the difference.

4b.16.7 The out-booking Supplier Member should ensure that the value of the out booked business is included towards any commercial agreements. The Agency Member is not entitled to claim duplicate commission amounts from both venues.

4b.16.8 In cases of force majeure both parties should refer to their booking contracts.

4b.17 Agree to having the beam association logo automatically included in their displayed content on platforms such as, but not limited to, venuedirectory.com. Supplier Members can opt out of this requirement by informing the beam membership services team in writing.

5. Enquiry Process and Options Policies

This guidance in this section is intended to help Members 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 demand that exists within the market as a result of multiple option holding, whereby demands can inflate rates above the "true" market conditions.

Please refer to the **[Meetings, Events & Group Enquiry Handling – Best Practice Guidance]** in the Code of Practice Toolkit to support the below.

Mutual Recommendations

5.1 Supplier Members should not amend or cancel provisional bookings prior to the agreed option date/time deadline, unless agreed with the Agency Member.

5.2 Agency Member and Supplier Member enquiry/option holding protocol:

5.2.1 Upon receiving an enquiry, where space is available and subsequently offered by the Supplier Member to the Agency Member, the Supplier Member will provide the Agency Member that first requests the space with a provisional booking for the stated period.

5.2.2 Where a Supplier Member subsequently "denies" or "turns down" business, a Supplier Member should communicate the reason.

5.2.3 When requesting to hold space at venues, Agency Members should support the options policy where appropriate by proposing 2nd or shared options to clients.

5.2.4 Agency Members commit to working with their clients towards reducing the number of options held per enquiry with the aim of increasing booking conversions and improving efficiencies.

5.2.5 Agency Members agree to showing transparency to Supplier Members over the number of options held per enquiry and must be mindful of the implications of multiple option holding.

5.2.6 Supplier Members are encouraged to discuss consistently low conversion with relevant Agency Members prior to restricting them from holding space.

5.3 At the outset of the enquiry, information which may impact the business/event should be shared between Agency Members and Supplier Members.

6. Client Relationships

There are four situations when the issue of 'whose client is it?' might arise and, more particularly, who is entitled to receive any commission due from the Supplier 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 & Supplier Member – Examples such as whether the Supplier 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. Supplier Member & Client – Examples such as concerns as to whether the Supplier Member has been properly instructed to act on behalf of the client.

The provisions of this section are to be considered as best practice and the intention of this section, as it is throughout this document, is to guide Supplier Members and Agency Members to operate in a fair and ethical manner and recognise Agency Members/ Supplier Members who invest in developing strong client relationships.

In all cases it is recommended that **beam** Agency Members should disclose any commission-based business model to their clients

6.1 It is accepted by Agent Members and Supplier Members that the Agency Member who has been authorised 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 Agent 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 Member that makes the first enquiry.

In the case of a commercially contracted client transitioning from one Agency Member to a newly appointed or mandated Agency Member after a booking has been confirmed and contracted but prior to the date of arrival, then as part of any de-implementation process, the Agency Member that the venue will pay commission to should be agreed between the client and both Agency Members mutually. **beam** recommends that commission is paid to the Agency Member that originally booked and confirmed the business but there may be instances where this does not suit the client, and therefore agreement by all parties must be obtained. Venues are not expected to pay commission to more than one agent.

6.3 In the case of a contracted (mandated or rostered) client, the authority of the client supersedes that of the booker.

6.4 Where two Agency Members are involved, the Supplier Member is not expected to 'double-up' commission payments nor mediate the outcome between the parties.

6.5 It is not acceptable practice for a Supplier Member to incentivise a client introduced by an Agency Member to place subsequent bookings direct by using price, added value items or other beneficial factors

6.5.1 This does not restrict Supplier Members from maintaining existing and building new relationships with any bookers within any client organisations.

6.5.2 This does not restrict Supplier Members from signing up clients to loyalty programmes or reward schemes which are not used specifically to incentivise a client to book a Supplier Member directly.

7. Billback, Credit and Handling Client Funds

For an Agency Member to operate billback, approval must be obtained from participating Supplier Members.

Given the importance of financial best practice within the accommodation, meetings and events industry, beam has set out the below guidance the basis on how financial transactions should take place between Agency Members, Supplier Members and clients, subject to individual commercial agreements between them.

Billback is a service which may be offered by Agency Members to their respective clients, whereby invoices for the services provided by the Supplier Member are not settled directly by the client 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.

Billback Definition

A payment arrangement where a Supplier Member invoices an Agency Member for services provided—such as accommodation, meetings, travel, or related services—rather than taking payment from the guest or attendee at the point of service. The Agency Member is responsible for settling the invoice in line with agreed payment terms.

Example:

If a company books a meeting room and/or accommodation at a supplier through an agency, the supplier provides the services during the stay or event and then invoices the agency afterwards. The client does not pay the supplier directly, as the charges are settled by the agency under the billback arrangement.

Agency Members may act in one 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 Supplier 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 Supplier Member’s contractually invoiced charges. The Supplier 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 Supplier Member at the outset of every transaction, and confirmed either periodically or on a transaction-by-transaction basis. Furthermore, the Agency Member can elect to operate in different capacities depending 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 rest with the client and any debt collection or liability issues or obligations are between the Supplier Member and the client. Contractually, this may be covered by one of the following mechanisms:

7.1.1 Standard Credit Agreement

Where there is an existing credit agreement between the Supplier Member and the client, the client may authorise the Agency Member in writing to access the client's credit facility for the fulfilment of the services provided by the Agency Member.

7.1.2 Deferred Liability Agreement

Under a deferred liability arrangement, the Agency Member forwards to the Supplier Member details of any clients to whom it wishes to offer a billback facility. This may be done on a per transaction basis or as an ongoing facility.

It is the responsibility of the Supplier Member to carry out the necessary credit checks on the client. In line with its own policies, the Supplier Member then confirms back to the Agency Member the acceptable credit limit they would offer the client/s in question.

The Supplier Member may provide a standard credit agreement for signature by the client. The Agency Member then provides the Supplier Member with evidence of authority from the Client to act on their behalf. This unambiguously confirms:

- The client's liability for making all payments and settling 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 Agency may direct the Supplier Member to pursue the Client directly in the event of default;
- The Supplier Member's right to bring a direct claim against the client in the event of default;
- The Supplier Member's right to take any necessary steps to recover the debt from the client in the event of default.

A template for a [Letter of Authority is available to download here.]

7.1.3 An alternative commercial agreement exists between the parties.

The parties establish a commercial agreement, wherein the Agency Member acts as a 'Disclosed Agent', on terms and conditions particular to their circumstances which may differ to the options described in 7.1.1 and 7.1.2 above.

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 Supplier Member and the Agency Member. Contractually, this may be covered by one of the following mechanisms:

7.2.1 Standard Credit Agreement

A credit agreement exists between the Agency Member and the Supplier Member. The credit limit is set at a level advised by the credit checking agencies of the Supplier 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 Supplier Member, the Agency Member may be required, if requested by the Supplier Member, to provide evidence of "credit guarantee insurance" to cover the additional amount of credit required for all the Supplier Members with which the Agency Member places business.

7.2.3 An alternative commercial agreement exists between the parties

The parties establish a commercial agreement, wherein the Agency Member acts as 'Principal', on the terms and conditions particular to their circumstances and which may differ from the options described in 7.2.1 and 7.2.2 above.

Guidance Notes

1. Consistent with the law of agency, 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 Supplier, but the Agency Member will. It is therefore important to clearly identify the scope of the Agency Member's authority.

2. Agency Members should undertake to hold each client's funds in a non-trading account and shall undertake to only use those funds for the purpose of settling that client's accounts in accordance with the client's remittance.

3. Once in funds from the client, the Agency Member should make prompt settlement to the Supplier Member within the payment terms agreed.

4. If an Agency Member is acting as a '**Disclosed Agent**' and the client transfers money to the Agency Member to pay the Supplier Member on its behalf, and the Agency Member subsequently becomes insolvent or does not use the money to pay the Supplier Member, then the Supplier Member may still pursue the client for the payment with the result that the client may effectively pay twice.

5. 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 which will instead be governed by the commission arrangements agreed with the Supplier Member.

6. Agency Members operating billback and deducting commission at source should refer to section 4a.9

7. Supplier Members are encouraged to refer to this guidance in their billback dealings with all agencies and not just those who are **beam** Agency Members.

8. Visitor, City & Destination Taxes & Levies

This section refers to any tax levied by local authorities on guests staying at an accommodation provider, which may also be referred to as city tax or destination levy. These taxes are usually collected by the individual property for overnight guests, per room or visitor per night.

Please note that at no time during this section are we referring to VAT (Value Added Tax).

Local authorities may impose variations of these schemes as they deem appropriate, and accommodation providers usually have no choice but to impose the charges once a location has opted to introduce such a scheme.

8.1 Responsibilities of Suppliers:

- Accurately disclose all applicable visitor taxes to agents.
- Promptly inform agents of any updates to visitor tax policies or changes to local regulations that could impact guests' bills.
- In the event of discrepancies regarding visitor taxes, suppliers should investigate any concerns thoroughly and transparently.
- Allow visitor tax charges to be billed back where appropriate credit facilities are already in place via the agent or the client (see billback for further details in section 7).

8.2 Responsibilities of Agents

- Represent suppliers' tax policies honestly and ensure that information communicated to clients about visitor taxes is accurate and consistent with what is provided by any relevant supplier.
- Convey any visitor tax obligations to clients at the time of booking provided they have been advised of them by the supplier. This may be done via online or offline booking processes.

- Accept that, unless otherwise advised in writing by the supplier, any and all visitor tax charges are non-commissionable.

8.3 Prohibited Actions

- Misrepresentation: Supplier Members shall not misrepresent visitor tax rates or conditions to agents or clients
- Hindrance to Processes: Agency Members should not obstruct or interfere with suppliers' processes for managing visitor tax compliance.

9. Instant Book Meetings

What is Instant Book

Instant Book is an online capability that enables planners to reserve meeting space, audiovisual equipment, food and beverage services, at live rates and real-time availability no RFP required, very similar to an online bedroom reservation.

Individual venues can set their own parameters on maximum / minimum numbers and reservation acceptance lead times.

- For venues, Instant Book offers several key benefits. It allows them to display live inventory and pricing, significantly reducing manual back and forth communication. Planners can easily filter for properties that support instant booking, which accelerates decision making and helps improve conversion rates.

- The booking process can be streamlined through standardised terms accepted by both parties, simplifying contracting. Deposits and final payments are managed directly between the agent and the venue this will depend on internal process agreed between parties, following mutually agreed timelines.

- Instant Book is powered by integrations with venue inventory and distribution systems, ensuring up to date availability and pricing. Integrated rooming technology can generate room block links and manage reservation workflows.

- Common features available to venues include an embeddable booking widget, profile indicators highlighting instant booking capability, calendar, and pricing controls, and reporting dashboards. Payment collection is typically handled directly by the venue.

Where it's available

- Venue marketplaces where professional planners can search, see live pricing/availability, and book directly.
- Self-service portals used by occasional planners within an organization, with bookings kept within policy.
- An embeddable booking widget on venue websites to capture direct small meeting bookings.

Instant book meetings should be treated as any other booking request and subject to commission agreements between a Supplier Member and Agency Member. See section 4.5.

10. Breach of the Code of Practice

This section sets out beam's process for resolving disputes between Members relating to alleged breaches of the Code of Practice. This process relates only to potential breaches of the Code of Practice; any dispute arising from or relating to contractual law is beyond the remit of the Association. In addition, **beam** 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.

If a beam Member has a dispute with a member of one of our affiliated organisations, beam will reach out to the affiliate organisation to invoke the dispute resolution process collaboratively. If a member of one of our affiliated organisations has a dispute with a beam Member, we will also work collaboratively within the dispute resolution process.

If an organisation raises a concern about a beam Member, beam may take action against that Member in line with our Code of Practice and Good Business Conduct Policy.

As part of the **beam** 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, their membership may be revoked.

When a Member considers that there has been a breach of the Code of Practice, 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 party, both parties have a right to access the **beam** Dispute Resolution Process as shown below.

For informal advice on matters relating to the Code of Practice, members can contact **beam membership services** (membership@beam-org.uk)

Any Member found to be in breach of the Code of Practice, or whose professional conduct contravenes our **Good Business Conduct Policy** (see point **4.2** in '**Obligations of Membership**') may ultimately have its membership of the association revoked at the decision of a **beam** Dispute Resolution panel.

The **beam Dispute Resolution Process**, which is considered as best practice, is summarised as follows:

Step 1

Negotiation: As a starting point, **beam** recommends that the parties seek to 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 those representatives are unable to resolve the matter, 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 **beam**.

If the parties have not resolved the matter within 30 days of the invitation to negotiate, then the party raising the dispute can take the dispute to Step 2.

Step 2

Consultation: The next stage is to bring before the Governance Director substantiated evidence and background to the breach/potential breach. The Governance Director will then ask an Agent and Supplier member of the board from **beam** to provide informal advice to both or either party on how to resolve the issue. Their advice will be based on best practice. If the matter is not resolved to the satisfaction of both parties following the advice of the board members, the board members will refer the matter back to the Governance Director.

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 **beam** board with representation from both agency and supplier membership will be appointed by the Governance 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 withdrawal of **beam** membership and all benefits of membership being removed with immediate effect.

Nothing in this process prevents either party, having given written notice to the other party, from seeking further advice from the Chartered Institute of Arbitrators and/or any other body or advisor within the legal system.