



CODES OF BEST PRACTICE

Introduction:

The Serviced Apartment Bookers Association (SABA) unites both serviced apartment property providers and booking agents under one banner which proclaims their respect for the principles of business outlined in the SABA Codes of Best Practice. Any party which agrees to these principles is entitled to display the SABA logo free of charge on their website, which should link to the Codes of Best Practice. SABA aims to be as broadly inclusive of as many companies in our sector as possible, in order to be truly representative. There is no membership structure beyond this display and the networking events take place on a quarterly basis. SABA accepts no responsibility for any decisions taken as a result of the Codes, nor for the actions of any party displaying the SABA logo.

Purpose:

The purpose of the SABA Codes of Best Practice is to establish agreement in areas which are sometimes unclear within the relationships between Client, Provider and Agent. Frequent on-line communication and off-line networking events are designed to support this agreement with a feeling of sincere trust, which will improve the trading environment, business levels, standards of service and professionalism and, ultimately, the Client experience.

Definition:

Serviced Apartment Agents will be referred to collectively as Agents although they can be either a Principal (financial liability for a transaction rests with the Operator) or Agent (financial liability for a transaction rests with the Client). This role may vary according to client, but must be made clear to the Provider, who can be a management company representing several, or an individual property.

Salient Point of the SABA Codes of Best Practice:

- 1. The Provider to advise the Agent if an Enquiry has already been received.*
- 2. The Provider to offer the same rate direct, if initially received via Agent.*
- 3. The Provider to not make proactive sales contact with an Agent's Client.*
- 4. The Agent to handle all bookings, amendments and cancellations.*
- 5. The Agent to be advised if an urgent cancellation has been processed direct.*
- 6. The Agent to be advised of Client-Provider contact re operational issues*
- 7. The Agent to receive commission if the Client extends the stay direct*
- 8. The Agent to receive commission on any Cancellation Fees charged*
- 9. The Agent may alter the property name on their website*
- 10. The Agent must, however, confirm using correct name and address details*
- 11. The Client cannot book direct at lower rate, if booked via an Agent.*
- 12. The Client to be referred to the Agent, if they contact direct in this regard.*

We hope that you will join us in agreeing to these 12 basic principles and please use the html code below to display the SABA logo on your site – should you not agree with any of the Codes, please drop us a line and we will discuss and review, so that we can all move forward together. Thank you.

Use of the SABA Seal:

The use of the SABA Seal by an Agent or a Provider indicates that the company and their employees agree to conduct themselves according to the SABA Codes of Best Practice for the Serviced Apartment sector, with integrity, professionalism and transparency. Please use this html code to display on your website which links through to the SABA Codes of Best Practice. Please do not alter the code, let us know if you decide to display the SABA Seal and please send SABA details to industry colleagues, so that they can also display the SABA Seal.

```
<table><a href="http://www.the-saba.org.uk"></a><br>  
<font size="1" face="verdana"><a href="http://www.the-  
saba.org.uk">Serviced Apartment Bookers Association</a></font>  
</table>
```

Systems:

Agents and Providers should have systems in place to protect clients' personal information and to facilitate operation of the SABA Codes of Best Practice.

Application:

Registration with the Serviced Apartment Bookers Association SABA is required before the logo can be displayed. Please contact office @ the-SABA.org.uk

Charges:

Registration and use of logo are free of charge, in order to minimise the barriers to using the Codes.

Expulsion:

Should an Agent or Provider displaying the logo, not work in accordance with the Codes, they will be asked to desist from displaying the SABA logo at once. Further action may be taken if required.

Incentives:

Any incentives by Providers to Agents should be directed to senior staff to appraise and should include information on possible tax and National Insurance liabilities.

Terms & Conditions:

Bookings are made according to a Provider's Terms and Conditions (T&Cs) It is the Providers' responsibility to protect against damages & dilapidations However, the Agent will assist the Provider in trying to resolve problems.

Enquiries:

- a. The Agent may advise the name of client upon enquiry to highlight duplication.
- b. The Provider will advise the Agent if an enquiry has already been received and whether direct or through another agent.
- c. The Agent can still elect to quote a potentially higher rate.
- d. Providers agree not to subsequently offer a lower rate to a direct client or another agent, offering the same rate to all agents irrespective of an Agent's previously negotiated rates.
- e. An Agent can take over a direct enquiry, but this could be at a higher rate if commission is requested.

Bookings:

- a. Bookings shall be binding and confirmed in writing.
- b. If the Client of an Agent subsequently approaches a Provider regarding a Booking, the Provider must honour the original booking through the Agent and cannot offer a lower rate direct to the Client.

Booking Communication:

- a. The Agent should pass on all booking details to their Client, including arrival details. Failure to do so may inconvenience the Client and damage the reputation of the Provider.
- b. The Agent should also pass Client and arrival details to the Provider.
- c. The Agent should handle Booking Confirmations, Extensions, Amendments, Payment Advice and Cancellations, liaising with the Provider in so doing.
- d. If the Client contacts the Provider with regard to anything other than an operational issue, the Provider should refer the Client to the Agent at all times.

Operational Issues:

- a. Contact between Provider and Client is accepted for operational issues.
- b. Providers should be considerate of the fact they are dealing with the Agent's Client at all times and endeavour to resolve the issue as a matter of urgency.
- c. The Agent should be notified immediately of any problem and updated regularly until the issue has been resolved to the Client's complete satisfaction.
- d. Whenever the Provider needs to contact a Client with regard to a sensitive matter (ie damages in the apartment), the Provider must inform the Agent and agree who will be managing this issue and subsequent contact.

Rates:

- a. If the Agent enquires first, the same rate should be quoted direct to the Client.
- b. If the same enquiry has been received through several agents, the Provider should consider offering the same rate to all Agents.
- c. Any current promotional commissionable rates should be offered to all agents on enquiry.
- d. Any current promotional commissionable rates available after first enquiry should be advised prior to confirmation.
- e. Agents can agree specially Negotiated Rates with Providers.
- f. Rates negotiated between Client and Provider directly can be commissionable, subject to prior agreement.
- g. Rate structure should allow for property and agents to compete fairly and benefit the client.

Commission:

- a. Minimum standard commission of 10% on the rental element of all bookings, plus vat if applicable, for a VAT-registered agency.
- b. Prior advice of commission claim is not required.
- c. Commission can be payable on direct bookings which are taken over.
- d. Commission is payable on booking-extensions by the Client directly with the Provider.
- e. Commission is payable on charges made by Providers for cancellation, reduction of stay, booking-out or no-show
- f. Commission should not be charged on late check out fees
- g. Commission payable no later than 30 days after receipt of invoice
- h. Providers must not disclose to the Client the level of commission paid to Agents.
- i. If there is a disputed commission invoice, all undisputed commission should continue to be paid, including undisputed elements of the invoice in dispute.
- j. Providers can offer increased commission to an Agent, either as a basic commission level or to incentivise conversion on a specific piece of business.
- k. If the Client pays the Provider directly, the Agent must submit a commission invoice.
- l. Commission should be charged on the net apartment rates only.
- m. Commission cannot be charged on extra services such as airport transfers.

Cancellations:

- a. Providers must advise Agents of their T&Cs prior to confirmation
- b. Agents agree to honour booking guarantees, according to stated or implied status as agent or principal.
- c. Cancellation/Non Arrival charges to be agreed at the time of booking
- d. Agents must ensure the Client understands that once a booking is confirmed, the Provider's Terms & Conditions apply, including those relating to cancellations, shortening of stay and non-arrival.
- e. Following a non-arrival, the Provider must notify the Agent, prior to cancelling the remainder of the guest stay (and only then if it is not required).
- f. If a Client is disputing cancellation or non-arrival charges, it is the responsibility of the Agent to support the Provider in enforcing the Provider's T&Cs.
- g. Cancellations/extensions should always be referred back to the Agent by the Provider and not made directly between Provider and Client.

Booking-out of Clients:

- a. Booking-out should be a last resort
- b. The Provider should take full responsibility for the guest and the booking-out, if the situation occurred as a result of their error, and if required, they should indemnify the Agent in writing to preserve the reputation of the Agent.
- c. The Provider must find alternative appropriate accommodation.
- d. Commission is payable on the booking as if the client was not booked-out.
- e. A Client booked via an Agent should be given equal priority to a direct Client
- f. If an Agent's Client book-out is unavoidable, the Provider should advise the Agent of the situation and proposed solution immediately.
- g. If the Agent wishes, the Provider should source alternative, suitable accommodation options of an equal or better standard to that originally booked and, where possible, do so at the same rate.
- h. If commissionable rates can be obtained from the new Provider, the original Provider is not obliged to pay commission.
- i. The above also applies if the property or unit has been withdrawn from the market, temporarily or permanently.

Relationship with Client

- a. Where a Client has been introduced to the Provider by an Agent, the Provider should not subsequently make proactive sales contact with this Client but rather with the Agent, either for general or specific business.
- b. If the Agent has not processed bookings from a given Client for a period of 12 months, it should be considered that the Client relationship no longer exists and the Provider can approach directly.
- c. The Provider must never incentivise a Client through beneficial offer, to book directly.
- d. If the Provider and Client already have a relationship, dialogue can take place directly but no incentives should be offered for direct bookings in future.
- e. The Provider must not incentivise (by whatever means) a Client who was introduced by an Agent, to book directly for current or future bookings.

Client Viewings:

- a. The Provider must not sell direct to an Agent's Client during viewing.
- b. The Provider must only discuss properties relevant to a particular enquiry.
- c. The Provider must not distribute marketing tools during a viewing unless it is information directly relevant to the specific enquiry.
- d. Rate negotiations must be referred back to the Agent and not made direct.
- e. The Provider should update the Agent on the Client's feedback and likelihood of conversion, following the viewing.
- f. The Provider should not offer alternative apartments at the viewing without first referring back to the Agent.

Personal Check-ins & Apartment Information:

- a. As some Providers offer a personal check-in service, they should avoid discussing future business opportunities with an Agent's Client.
- b. The Provider should always welcome the Agent to attend a personal check-in.
- c. The Provider should avoid excessive marketing materials in apartments which are due to be occupied by a Client booked via an Agent.
- d. Agents should accept that any apartment information which is provided by the Provider, will be branded as such.
- e. The Provider should encourage feedback from all guests, regardless of whether through an Agent or direct. However, feedback received by an Agent's Client should be shared with that Agent at all times and without being requested.

Property Presentation:

- a. Agents & Providers should ensure that they do not misrepresent a property.
- b. Agents must not suggest that they are the Apartment Provider.
- c. Agents may alter the name of a property on their website.
- d. The correct name of the property must be confirmed to the Client on booking.
- e. Providers should communicate accurate property information and images.
- f. Providers should ensure that the details of all their properties are listed correctly and kept updated when represented on an Agent's website.
- g. The Agent can disable a property on their website due to expired rates or outdated/inaccurate information, and notify the Provider upon doing so.
- h. Providers should audit Agent websites which feature their property, on a regular basis to ensure that there is no shortfall in expectations as a result of inaccurate property information.

Amendments to the SABA Codes of Best Practice:

SABA retains the right to amend the Codes without prior notice and you are requested to please check the Codes on a regular basis for possible amendments. Thank you.

Disclaimer:

The Serviced Apartment Bookers Association (SABA) cannot accept responsibility for the conduct of any party which chooses to display the SABA Seal and cannot take responsibility for agreements or contracts entered into on the basis of displaying the SABA Seal. Please make all necessary checks before entering into any agreement. All parties displaying the SABA Seal agree to indemnify SABA against all legal claims.

Contact:

Please contact Richard Majewski on office@the-saba.org.uk