



SYDNEY DECLARATION

Addressing the relationship between Online Travel Agents and Hostels

Agreements between Online Travel Agents (OTAs) and Hostels should be reflective of the following principles:

1. OTAs should seek prior approval from Hostels for using property and/or brand names in advertisements and promotions;
2. Agreements should be based on a legal framework that does not require or enforce rate and availability parity;
3. Agreements should include fair and reasonable notice periods and times;
4. Agreements should be written in plain and precise language;
5. Agreements should be in line with trade, competition and consumer laws in the Hostel's and OTA's jurisdictions;
6. Agreements should not require Hostels to indemnify OTAs for tax obligations on commissions;
7. Agreements should ensure that commission to OTAs is only paid for consumed bookings;
8. OTAs should treat all Hostels equally regardless of size and location;
9. OTAs should provide Hostels with all required personal information including email addresses to allow the provision of efficient and personalised services to guests. (A positive relationship between the Hostel and guest will also be positive for the OTA);
10. Agreements should ensure that OTAs provide all personal information required to comply with all applicable laws in the Hostel's jurisdiction;
11. Agreements should ensure that OTAs can only offer rooms/beds at rates set by the Hostel operator. OTAs should not offer a given bed/room at different rates in different locations depending on the country or city from which the OTA is accessed. OTAs should not be able to undercut the rates as given to them by the Hostel without permission;
12. Agreements should ensure that Hostels can determine their own cancellation policies;
13. Agreements should ensure that OTAs do not advertise alternatives for the same nights to guests who have confirmed with a Hostel on their system;
14. Agreements should ensure that Hostels do not have to honour or hold bookings for which a credit card has been declined and an alternative has not been charged.