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Agreement for the on board hostels

This agreement made on the.....day of [month] [year] between (Hereinafter called “property”) of the one part and Aaostel Online Solution Pvt. Ltd. having its registered office at 191,First Floor,5th Cross Road, KHB Colony, 5th Block, Koramangala, Bengaluru 560095 (Hereinafter called the Aao Hostels) of the other part.

Whereas the company is about to offer marketing, information technology and data-processing services to the property and to promote beds/rooms in the property for reservation through www.aaohostels.com (the company website) in accordance with the terms of the draft or with such modifications therein as may be mutually agreed upon between the company and the property:

- By clicking **Accept** or similar options, the property agrees to the terms and conditions along with terms of use and privacy policy available on the website.
- The agreement will be effective after both the parties agree to it and Aao Hostels receives verifies and responds to you about the activation of the agreement. (agreement starts the time the property accepts – we don’t reply to them –I think we can get this clarified)
- The property shall provide the following documents as a part of the information for verification and approval by the Aao Hostels to enter into this agreement.
 - a) Certificate of incorporation, if the property is a company/ partnership firm/ LLP
 - b) Copy of (company PAN card and the directors pan cards), In case the hostel is not a formal company – PAN card of the account holder.
 - c) Khata / Lease / rental/ ownership documents
 - d) Bank details
 - e) Copy of trade license from local city corporation / Gram panchayat
 - f) NOC from the Land owner
 - g) GST registration (if applicable)

Definitions for the on board hostels agreement

- **Property:** Shall be defined as a legal and authorised building, having suitable infrastructure to run a hostel.
- **Content:** shall be defined as photos and details like address and contact number of the property
- **Rooms:** having separate entry..(a few hostels have private rooms as well: we can add the definitions of them as well.)
- **Beds:** Shall be defined as a comfortable bed including facilities like shared toilets, water and power with other chargeable facilities if any as mentioned on the website of the property.
- **Booking:** Shall be defined as bed/s or room/s as defined on the website blocked for defined number of days by the guest/s at the concerned property
- **Arrears:** The remaining amount payable at the property by the guest at the time of check in.
- **Customers:** People who book on our website with their names listed on the website as guest.



- **Company:** Shall be defined as Aaostel Online Solution Pvt. Ltd. having its registered office at 191, First Floor, 5th Cross Road, KHB Colony, 5th Block, Koramangala, Bengaluru 560095 (Hereinafter called the Aao Hostels)
- **Third party:** Shall be defined as other partners like payment gateway and vendors or other service providers' list of the website.
- **Commission:** Shall be defined as a % of the bed price as per the agreement with Aao hostels.com, subject to change from time to time.
- **Information regarding:**
 - **Property:** details, photo, address, contact number – public
 - Bank details, owner, partner, other agreements, pan card detail – classified
 - **Customer data:** name, contact details, bank details, cards, etc. – classified (we may have to define the information clarification policy separately).
- **Payment gateway:** Shall be defined as a merchant service provided by an e-commerce application service provider that authorizes credit card or direct payments processing for e-businesses, online retailers, bricks and clicks, or traditional brick and mortar. The payment gateway may be provided by a bank to its customers, but can be provided by a specialised financial service provider as a separate service, such as a payment service provider. A payment gateway facilitates a payment transaction by the transfer of information between a payment portal (such as a website, mobile phone or interactive voice response service) and the front end processor or acquiring bank. The payment gateway is considered as a third party vendor
- **Confidential information:** Shall be defined as the spirit of the words and type of information. This may include but not limited to the personal information and details about the customer like, name, photo, address, contact details, bank details, card details, etc.



1. General Terms:

- 1.1. The on board hostel is responsible for the execution of this agreement by its authentic delegate.
- 1.2. By accepting and signing across this agreement the property by default agrees to all the versions of this agreement. The changes will be sent via email to the property and they will be out to effect after 24 hours of the sending of the email. If the property does not agree to the changes, then it should contact AaoHostels within 24 hours after getting the email in regard the changes.

2. Liability of the property to the Company:

Aao Hostels is committed to maintain its quality and values towards the services that are offered to the customers. This makes obligatory to the property on board to maintain the integrity of Aao Hostels brands while providing their services and products to the customers. This includes but not limited to

- 2.1. Have all the necessary and valid licenses, permits and entitlements to the possessions.
- 2.2. Have zero tolerance policy towards any illegal practices including but not limited to narcotics, human trafficking, prostitution, child labour, infringement of any laws under Indian constitution and international laws.

3. Liability of the property to the Customers:

To provide the excellent services to the guests and have long term collaboration in business with Aao Hostels the property should ensure to

- 3.1. Honour all the booking made through www.aahostels.com.
- 3.2. Suggest and alternative accommodation similar to the price, quality and quantity to the guests in case of unavailability of the beds. If the guests do not choose out of any given options of the accommodation. It is mandatory for the on board property to keep Aao Hostels in a loop regarding such communication with the guests.
- 3.3. Be responsive and prompt to all the communication made from the guests' end and from Aao Hostels (including but not limited to availability/ unavailability of the beds, booking, cancellation and refund, transactions regarding booking from Aao Hostels, website under maintenance, any other technical problem, etc.) without any unreasonable delay.
- 3.4. Be transparent regarding all the booking and transactions made through Aao Hostels.
- 3.5. Respect all the guests on property throughout the process i.e. from booking to check-out as Aao Hostels believe in equality (cast, creed, culture, race, religion, gender, sexual orientation, etc.).



4. Financial terms

- 4.1. AaoHostels will provide access to the property to manage the inventory and make the beds available for sale on the hostel sub-site. In exchange the property shall pay the percentage of total beds booked per day and the taxes applicable in INR immaterial of cancellation or no show of the Customer/s.
- 4.2. The commission defined above will be collected directly the Customer by means of an online debit, credit card and/or other online payments; transaction at the time the booking is made under the name of Booking Deposit.
- 4.3. The property is liable to collect the arrears from the Customers on their arrival, which will be the amount after deducting the commission from total booking charges.
- 4.4. The property shall not levy any surplus charges to the Customers above the arrears except from the services availed by the Customers which were not booked during the time of booking.
- 4.5. In case of no show of the customer the booking will be deemed cancelled and the commission will be refunded according to the cancellation and refund policies by the AaoHostels to the customer. In this case AaoHostels or the Customer/s will not be liable to the property to refund or pay any charges.

5. Rules regarding content:

- 5.1. For which the property will not be entitled to any payment and the content will be 100% royalty free content.
- 5.2. The content can be used on the company's website and for the marketing, branding and promotion purposes in electronics or print media.
- 5.3. The property grants the permission to the company to use the content to create derivative works which the company and the customers can view, copy and print.
- 5.4. The property is obliged to update its contact information i.e. phone/ mobile numbers, email ids, etc. from time to time.
- 5.5. The content referred to in 3.3 can be used for the marketing and branding purpose of the business.
- 5.6. The following information of the property will not be displayed on the AaoHostels website:
 - 5.6.1. Contact number/s
 - 5.6.2. Fax number/s
 - 5.6.3. Email addresses
 - 5.6.4. Social media links or addresses
 - 5.6.5. Website URL
 - 5.6.6. Links to its website or any other third parties website
 - 5.6.7. Or any other direct or indirect contact details

AaoHostels reserves the right to exclude or edit any of the Property Information which it considers to be incorrect, inappropriate or incomplete.



6. Rules regarding intellectual property rights

- 6.1. After the agreement comes to effect, AaoHostels will provide IT and data processing as well as marketing services in reasonable time to the property to enable and execute bookings/ services/ products of the property for the use of Customers.
- 6.2. AaoHostels owns the intellectual property rights of the website so any type of data including but not limited to customer details will be owned by the Website and by no means the property, can use it for the direct marketing or any other purpose except than execution of the booking facilities provided to the customer through the Website.
- 6.3. With the property's permission (approval which should not be withheld or delayed unreasonably) the company can use the logo, trademark of the property on its website to identify the property and thereafter enhancing the co-lateral business.
- 6.4. The company will be obliged to follow the abiding laws to protect the logo, trade name, trademark owned by the property.
- 6.5. The property will be given access to only certain realms of the website under this Agreement.
- 6.6. If the website or the contents on it already uploaded or being uploaded are found to be tempered by the property that will be attract immediate legal attraction and consequences.

7. Confidential information:

- 7.1. Shared by both parties should be solely protected by the other party with whom the information is shared and to be returned at the time of termination of this contract.
- 7.2. The property warrants that the operation of the software (this includes but not limited to Logins and any type of maintenance or necessary troubleshooting of the software) and other material provided by AaoHostels is strictly confidential and will be executed only by the duly assigned representatives of the property

8. The renewal of this contract:

This will be subjected to the following

- 8.1. If none of the parties cancels the contract then it will be automatically renewed every year.
- 8.2. The property is obliged to achieve minimum 4.2 (please decide on this) rating or review. If the reviews of the property are lesser than this then the renewal of the contract will be considered or discontinued if deemed necessary.
- 8.3. If the property consistently maintains to the standards decided by the company.
- 8.4. If the property abides to the laws of Indian constitution and any other applicable statutory rules and regulations.
- 8.5. While agreeing to the agreement you agree to all the future versions of it as well. The new versions will be imitated to you via email and they will come into action 24 hours after we send the mail. If you wish to not continue with the changes, please contact us within 24 hours.



9. Disputes and legalities

- 9.1. Immaterial of whether the Login is operated by the valid representatives or not the property will be responsible to AaoHostels for all of its software operations.
- 9.2. This Agreement shall be executed as per the laws enacted in Indian constitution and shall go in harmony with it. Any dispute between AaoHostels and the property governed by and construed in accordance with the laws of India, and AaoHostels and the property agree to submit to the jurisdiction of the Bangalore court.
- 9.3. The data provided by the company including records, emails, booking statements, updates of the contact details and any other form of information provided by the property to AaoHostels will be taken as a the evidence of existence of the property. In case of any dispute the property shall cooperate fully with AaoHostels to decide the entitlement of the property to solve the dispute amicably.
- 9.4. The information provided by the property to be displayed on the website should be authentic and true and provided by the authorised representatives of the property. In case of any changes in any necessary details it, should be intimated to the Website promptly and duly. If the property incurs any loss due to false, incorrect, inaccurate or misleading information AaoHostels will not be taken liable for it.
- 9.5. The agreement shall be modified appropriately to make it suitable and executable, if any part of it is contravening to the laws of any state or in question from the point of view of legal enforcement.

10. Disclaimer

- 10.1. The bookings made by the Customers using the Website are given consent to on behalf of the property and they will be further taken as a contract in between the concerned property/s and the guest/s. AaoHostels herewith disclaims all the responsibility of any damages or losses of any kind happened or done or made to either parties or by either parties to others or each other.
- 10.2. AaoHostels hereby indemnifies itself of all the virtual and physical, direct or indirect damages, losses, costs and claims happened to the property or third party
- 10.3. AaoHostels if found liable, will try to compensate the direct or indirect damages or losses claimed by the appropriate pursuant only in terms of the service amount in question.
- 10.4. The updating of the information on the website will be a live task and the results displayed will be changed due to it which may not include the change in price.



11. Termination of the contract

- 11.1. This contract can be terminated amicably by both the parties under following circumstances:
 - 11.1.1. Any breach committed by either of the parties is not harmful or substantially harmful, then the contract can be terminated within 14 days after being reported of any such breach.
 - 11.1.2. Under this circumstances the other party will stop carrying out any business
 - 11.1.3. A representative should be appointed to solve the disputes amicably by the party in question.
- 11.2. Under normal circumstances both parties can give a notice of 28 days to terminate the agreement.

12. Guest reviews

- 12.1. The customers will be asked to provide the rating of their stay on the property on certain scale of criteria.
- 12.2. These results will be posted under the name of the property by AaoHostels which will be given by the customers of the property and not by AaoHostels on its own.
- 12.3. AaoHostels reserves and executes the rights to delete and/ modify the inappropriate or obscene or disturbing content which may defame any person or entity.
- 12.4. AaoHostels hereby indemnifies itself of all the contents of reviews posted by the guest/s and published on the Website and the repercussions of such publication.
- 12.5. AaoHostels will own the rights of reviews and contents in general.