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DATA & ASSET VALUE

Your Hotel's Data: Who Actually Controls and Owns It?

Why the guest profiles, booking histories, and operational records generated at your property may not be yours — and what that means at management-agreement exit, brand conversion, and sale.



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Your Hotel's Data: Who Actually Controls and Owns It?

By **Ho Shyn Yee**, Director & Technology Practice Lead

Most hotel owners assume the data sitting in the systems on their property — guest profiles, booking histories, operational records, financial transactions — belongs to them. After all, it is their asset, their guests, their hotel performance. The assumption is intuitive, but in most of Asia Pacific, this assumption is wrong.

The disbelief tends to strike at three specific moments: the exit from a hotel management agreement (HMA), the conversion of a property to a different brand, and the sale of an asset. Each of these moments forces the ownership question from the abstract into the practical — and in each, the answers that owners discover about their data are rarely what they expect.

Data control in hospitality is governed by a strict hierarchy: it is a contractual question first, a technical one second, and a regulatory one third.

The assumption owners tend to make

Owners tend to think about hotel data the way they think about furniture, fixtures, and equipment. Because it was generated at the property, it exists because the asset exists. The intuition is that the owner, who funds the asset and carries the downside on its performance, must also hold the rights to the information it produces.

In reality, hotel data is created, collected, processed, and stored by systems that belong to the operator, the brand, or the third-party vendor. The contracts that govern these relationships were drafted, in most cases, well before data became a material input to asset value, and they reflect that accordingly. What the operator built, the operator keeps; what the vendor processes, the vendor controls; what flows through the brand's loyalty programme, the brand owns. The owner is typically the counterparty that funds the arrangement but walks away with the least amount of customer data.

Friction points in asset lifecycles

This data gap becomes an operational roadblock during three critical transitions, and all three sit squarely in owner territory.

HMA exit or operator transition. When a management agreement ends — at natural expiry, early termination, or non-renewal — the question of what the departing operator takes, and what the owner inherits, often surfaces for the first time. Guest profiles held in the operator's CRM, reservations in its central reservation system (CRS), loyalty histories tied to the brand programme, marketing databases enriched through the operator's tools — these typically leave with the operator. Some operators treat all guest information as proprietary; others distinguish guest data captured at the property, where the owner may keep what is captured through its own systems while the operator keeps brand and loyalty data. The gap between those two positions can be significant. What stays behind is usually the property management system (PMS) data, and even that is not always cleanly portable. Owners expecting to carry forward a decade of guest history and operational intelligence often discover they are starting from a much thinner base than assumed.

Brand conversion or rebrand. When a property converts from one flag to another, the inbound operator brings its own technology stack. Guest history, loyalty balances, and marketing permissions tied to the outgoing brand typically do not migrate — not because migration is technically impossible, but because the contractual and regulatory basis for transfer rarely exists. The conversion produces a clean property at the cost of a clean slate on data. For an asset that relied on repeat guests or a specific guest mix, that clean slate is an expensive starting point.

Sale or portfolio transaction. On the sell side, a buyer underwriting the asset will ask what data is transferring with it. On the buy side, an owner assuming the operator's guest relationships will carry over often finds during diligence that they will not. The answers are rarely what either party expected, and they tend to arrive late in the process — when the timing pressure is highest and the room to negotiate is narrowest. There is a further dimension becoming harder to ignore: as AI-driven search and agentic booking reshape how demand is captured, an asset's data quality and system openness are value drivers. Two physically identical resorts will not trade at the same multiple if one is legible to AI distribution and the other is locked inside a fragmented, closed stack. The buyer who understands this underwrites it. The seller who does not will discover it in the price.

Three drivers behind the gap

Three forces sit behind the pattern, and all three are structural.

CONTRACTUAL SILENCE

Most hotel management agreements in active use across the region were drafted when technology was a cost line, not an asset class. The provisions that govern data tend to be light, favour the operator, and assume a world in which the CRM is a rolodex rather than a strategic asset. Post-termination rights to guest data, loyalty data, and marketing permissions are often silent, ambiguous, or operator-favourable by default. Modern amendments exist in some agreements, but they are the exception rather than the norm.

ARCHITECTURAL FRAGMENTATION

Hotel data is scattered by design. Different sets of records sit in the PMS, the CRS, the CRM, the loyalty programme, the point-of-sale systems, and the marketing stack. Each set sits with a different party, on a different architecture, under a different commercial arrangement. Reconstructing a clean, integrated owner-side view is possible, but it is neither fast nor cheap — and it is almost never something the owner has the capability or the technology estate to do.

REGULATORY TIGHTENING

Asia's data-privacy landscape has matured rapidly. Singapore's PDPA, Malaysia's PDPA, Indonesia's UU PDP, Thailand's PDPA, and Vietnam's PDPL (in force from 1 January 2026) each impose obligations on how personal data is collected, stored, transferred, and retained. These regimes can make it harder for an operator to hand over guest data at termination, and harder for an owner to use it once received — particularly across borders. The regulatory perimeter tightens the practical ownership question even where the contractual one looks clean.

The management agreement is becoming a technology agreement. Data ownership is a balance-sheet question, and technology governance must now sit inside the core investment decision.

What this means for capital decisions

Before your next HMA renewal or transaction, task your legal counsel and asset-management teams with answering these four questions.

1. What data do we legally own today?

The inventory exercise is almost always the first revelation: which systems sit with the owner entity, the operator, and third-party vendors? The relevant questions are what data flows through each, under what commercial terms, and under what retention rules. Most owners have never mapped this, and so have minimal understanding of their data real estate. When completed, the mapping tends to reorder the priority list — because the systems that matter most to asset value may not be the systems to which the owner has paid the most attention.

2. What happens to our data at termination?

Read your HMA clauses collectively rather than in isolation: data ownership, post-termination obligations, transition services, loyalty-programme treatment, and marketing permissions. To protect asset value, an owner-protective baseline must (1) explicitly define "owner data" — including property-level PMS and direct-channel records; (2) mandate a structured, machine-readable data export within a set timeframe post-termination; and (3) secure an unrestricted usage licence independent of the brand. Most active HMAs currently contain none of these. The variation between operators can be significant: two agreements for comparable assets in the same market can take opposite positions — one reserving essentially all guest data to the operator, the other leaving the property-level guest record with the owner.

3. What is the operator's technical capability to deliver?

A contractual right without the practical ability to exercise it is not a right. Even where an HMA gives the owner a clear claim to a body of data at termination, whether the operator's systems can produce that data — in a usable format, within a useful timeframe, without regulatory friction — is a separate question. The honest answer often depends on decisions the operator made years earlier about architecture, vendors, and data hygiene — decisions in which owners are typically not involved.

4. Does the regulatory perimeter allow the transfer?

The last layer is the one most often overlooked. Even where the contract is clear and the technology is cooperative, the applicable data-protection regime may constrain what can be transferred, used, or retained — particularly if the receiving party sits in a different jurisdiction from the data's origin. The regulatory answer is property-specific and operator-specific, and rarely the same from one asset in the portfolio to the next. A Singapore holding company receiving guest PII from a Bangkok property at HMA termination, for example, faces a different compliance question than an owner receiving data from within the same jurisdiction — one that may require fresh consent from the guests in question, or may constrain how the data can be used entirely.

A strategic response

Fixing this gap does not require adversarial negotiations; it requires a pragmatic framework.

First, treat data as a diligence item at both entry and exit. On acquisition, the question of what data is transferring with the asset — and what is not — belongs in the diligence workstream alongside commercial, legal, and financial review. On disposal, the same question belongs in the preparation for sale. In both cases, the answer shapes what the transaction can actually deliver. Diligence needs a technology-and-data line the way it has an FF&E or PIP line. The hidden capex in an AI-illiterate asset — the cost of rebuilding guest data, re-platforming onto an open stack, and renegotiating legacy technology agreements — is real but rarely considered.

Second, negotiate the technology provisions of new and renewal management agreements deliberately. The boilerplate language that has drifted through HMAs for a generation is not fit for an asset class in which data is increasingly what distinguishes one hotel from another. Data ownership, post-termination rights, transition services, and loyalty treatment can all be points for negotiation — but only for owners who come to the table knowing what to ask for.

Finally, build an independent, owner-side data architecture. The specifics vary by portfolio: an owner-held centralised data lake for key operational and guest metrics, a read-only mirror of property data, or a structured reporting layer sitting above the operator's stack. As some agreements make explicit, an owner's right to keep using guest data after termination can hinge on that data sitting in a system the owner — not the operator — controls. For a single-asset owner, the minimum viable version is a scheduled export of PMS data into an owner-controlled environment — a straightforward arrangement that most operators will accommodate, and that costs far less than the data loss it prevents. For a portfolio, the architecture becomes more deliberate, but the principle is the same: the owner-side record needs to exist independently of whoever is running the property at any given time.

In the age of AI, data is capital. Like any other form of capital in the hotel industry, it belongs to whoever wrote the contract that controls it.

How we can help

The Horwath HTL Technology Practice advises hotel owners, asset managers, and investors on the technology and data provisions that shape asset value through the life of a management agreement. Our **Management Agreement Advisory** work covers what to negotiate, what to protect against, and how to keep technology and data decisions accountable to the asset's investment case. Our **Transaction Advisory** work treats data ownership as a standing diligence workstream for buy-side and sell-side engagements.

If you are negotiating, renegotiating, or preparing to exit a management agreement, planning a brand conversion, or taking an asset to market, we would be glad to have a conversation.



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