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INTERNATIONAL INSTITUTE FOR THE UNIFICATION OF PRIVATE LAW

COMMITTEE OF GOVERNMENTAL EXPERTS
FOR THE EXAMINATION OF THE PRELIMINARY DRAFT CONVENTION
ON THE HOTELKEEPER'S CONTRACT

O B S E R V A T I O N S
O F T H E G O V E R N M E N T O F M O R O C C O

o n
t h e p r e l i m i n a r y d r a f t C o n v e n t i o n

Rome, March 1977

The draft has generally sought to regulate the different aspects of the hotelkeeper's contract, in particular the formation and duration of the contract, the liability of the hotelkeeper, the deposits and duties of the guest. Nevertheless, in order to tighten up the draft and to give it added coherence from the legal point of view, we feel that it would be desirable to amend some of its articles in the light of the following comments:

(1) Article 1 concerning the sphere of application of the hotelkeeper's contract is restricted to the purely classic form of hotelkeeper's contract. The sphere of application should be extended to cover bungalows and residences contained in a holiday complex.

(2) Article 3 lays down no requirements as to the form of the contract. Certain formal requirements should be kept and these alone could then be relied on in the event of litigation. One example would be a form signed by the guest and the hotelkeeper's bill.

(3) Articles 9 and 10 do not specify the percentage and time-limit in respect of the damages due for breach of contract. We accordingly feel that it would be desirable if the Committee of Experts could examine this precise point in depth and look for a possible solution within the framework of the custom followed in the hotelkeeping industry.