

UNIDROIT 1978  
Study XII - Doc.41  
(Original:English)

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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

PROPOSED REDRAFTING BY THE UNITED KINGDOM

DELEGATION ELIMINATING ALL REFERENCE TO THE

CONTRACTUAL BASIS OF THE HOTELKEEPER/GUEST RELATIONSHIP

Rome, May 1978

## Article 1

1. For the purposes of this Convention a hotelkeeper means a person who undertakes for reward and on a regular business basis to provide other persons - the guests - with temporary accommodation and appropriate ancillary services in an establishment under his supervision.

2. This Convention shall not apply to the provision of accommodation on a vehicle being operated as such in any mode of transport.

## Article 2

This Convention shall apply to the relations between a hotelkeeper and a guest where the premises in which the accommodation is to be provided are situated on the territory of a Contracting State.

## Article 3

The creation of the relationship between a hotelkeeper and a guest need not be evidenced by writing and shall not be subject to any other requirements as to form.

## Article 4

The relationship between a hotelkeeper and a guest comes into existence at the time when the hotelkeeper expressly agrees to furnish the accommodation and ancillary services requested.

## Article 5

1. The relationship between a hotelkeeper and a guest may be created for a determined or an indeterminate period.

2. If the relationship is created for a determined period the guest may thereafter continue to occupy the accommodation with the consent of the hotelkeeper.

3. A relationship created for a period of time defined approximately shall be deemed to be created for a determined period. The termination date of such a relationship shall be determined by reference to the earliest date or shortest time mentioned in the period defined. For the purpose of this provision approximate references to a week are to be taken as seven days and to a month as twenty-eight days.

4. If the relationship is created for an indeterminate period, the hotelkeeper or the guest may terminate it by expressing his intention in this regard to the other before midday, or such other reasonable time as may be provided under the terms on which the relationship is created or the internal regulations of the hotel.

#### Article 6

1. The hotelkeeper shall provide the guest with the accommodation and ancillary services requested; to the extent that he fails to do so, he shall be liable for the damage actually suffered by the guest.

2. He shall however be relieved of liability to the extent that he ensures that the guest is enabled to enter into a relationship on terms equivalent to those of the original relationship. The reasonable expense which this substitution entails for the guest shall be met by the hotelkeeper.

#### Article 7

1. The hotelkeeper shall be entitled to compensation for any damage actually suffered by him on account of the guest's failure to occupy the accommodation requested for the whole or any part of the period stipulated.

2. The hotelkeeper shall take reasonable steps to mitigate the damage suffered by him.

3.  In the absence of agreement to the contrary,  compensation payable to the hotelkeeper under this article shall not exceed:

(a)  75  percent of the price of the accommodation and the ancillary services provided for under the terms on which the relationship is created in respect of the first  two days , and

(b)  40  percent of the price of the accommodation and the ancillary services provided for under the terms on which the relationship is created in respect of the following  five days , no compensation being payable in respect of any subsequent days.

4. In the absence of agreement to the contrary, no compensation shall be payable if the hotelkeeper has been informed of the cancellation of the reservation:

(a) for a stay not exceeding two days, not later than midday on the day on which the accommodation was to be occupied;

(b) for a stay of from three to seven days, not later than three days before the date on which the accommodation was to be occupied.

5. In the application of the provisions of this article to cases in which the guest relinquishes the accommodation before the termination date under the terms on which the relationship is created, the requirement of notice under paragraph 4 shall be determined by reference to the date on which the guest relinquishes the accommodation.

#### Article 8

1. The guest shall observe such reasonable regulations of the hotel as are duly brought to his notice.

2. The guest may be required to vacate the accommodation occupied by him on the day of termination of the relationship at such reasonable time as is provided under the terms on which the relationship is created or by the regulations of the hotel. If no such time is specified, the guest may occupy the accommodation up to 2 p.m.

#### Article 9

The relationship may be terminated before or during the occupation of the accommodation by the guest and without payment of damages when, as a consequence of an unforeseeable and irresistible event, it is impossible for the hotelkeeper to provide, or for the guest to occupy, the said accommodation.