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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

OBSERVATIONS
OF THE GOVERNMENT OF THE GERMAN DEMOCRATIC REPUBLIC
on the preliminary draft Convention

Rome, September 1978

In preparation for the second reading of the preliminary draft Convention on the hotelkeeper's contract, the Delegation of the German Democratic Republic wishes to place the following observations before the Committee of Governmental Experts:

(1) The concept of ancillary services should be defined somewhere, perhaps by inserting a new paragraph in Article 1. Such a definition is important in respect of the drafting of Articles 4, 6, 7 (3), 11, 19, 25 (1) et seq. A particular problem in this context would in our view appear to arise out of the present wording of Article 6, according to which the hotelkeeper shall provide the guest with the ancillary services requested. The ancillary services offered however differ from one hotel to another, so that it may happen that a particular ancillary service requested by a guest cannot be provided either in the hotel or in the vicinity thereof. So as to reinforce the hotelkeeper's express agreement at the time of the conclusion of the contract to provide the guest with the ancillary services requested (Article 4), we would suggest the addition of a phrase stating that the hotelkeeper need only provide the "... ancillary services offered and agreed to by the hotel".

(2) We regard the figures placed within square brackets in Article 7 as acceptable.

(3) Article 8: In the G.D.R. the regulations of the hotel are required to be displayed in four languages. The general rule followed in city hotels is that guests should vacate their rooms by midday on the day of their departure.

(4) We would propose that the ceiling to be placed on liability should be 50 times the daily charge for the accommodation.

(5) In the context of Article 20 (a) the question still has not been answered as to whether the scope of the Convention may in general be limited, in accordance with Articles 1 and 4, to the contractual relations between the hotelkeeper and the guest. In order to cover the claims contemplated by this provision, we would suggest keeping Article 21.

(6) The phrase placed within square brackets in Article 20 (c) should be deleted. A guest cannot be required to look into whether or not the hotelkeeper's agents or servants were acting within the scope of their employment. The hotelkeeper is liable to the guest for all these acts; relations between the hotelkeeper and his agents or servants are not intended to be regulated by this Convention.

(7) Article 25 (1): the rules laid down in sub-paragraphs (e) and (f) should be maintained. Attention should perhaps be given to the question of whether these rules might not be placed directly in the text of Article 16 of the Convention.