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U n i d r o i t

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
OF THE TUNISIAN DELEGATION

on
the preliminary draft Convention

Rome, October 1978

Articles 1, 2, 3 and 4 : No observations.

Article 5 : It is preferable to delete paragraph 2 of the article, which seems to be superfluous.

Proposed new drafting :

"If the hotelkeeper's contract is concluded for a determined period, the guest may continue to occupy the accommodation on the basis of a new contract, if that accommodation is still available on the expiry of the first contract."

Article 6 : It would be preferable to replace the word "requested" by "agreed".

Article 7 : Tunisia follows the proposal of the IHA.

Article 8 : The word "reasonable" should be deleted in paragraph 1. The interpretation of the provision could differ from one State to another.

As to paragraph 2, "2 p.m." should be replaced by "12 a.m.", which would be in conformity with the practice followed by the profession, given that the hotelkeeper's contract begins at 12 a.m. and expires the next day at 12 a.m. The hotelkeeper must be given a reasonable period of time to prepare the room for the next guest.

Article 9 : No observations.

Article 11 : The words "in the absence of agreement to the contrary" should be retained so as to leave intact the parties' contractual freedom.

Article 13 : Proposed drafting of the first part of paragraph 1 :

"The hotelkeeper shall be liable for loss or damage resulting from the death of, or any personal injuries to, a guest caused by an event occurring on the premises of the hotel, access to which by the guest has been authorised."

Replace the words in square brackets by "during the period when the guest has the accommodation at his disposal or during a reasonable time thereafter which would normally permit a person to leave the establishment."

There should be a clear definition of the premises of the hotel.

- Article 14 : (b) Replace the word "wholly" by "in whole or in part".
(c) to be deleted.
- Article 15 : To be reviewed
- Article 15 bis : Add after "destruction or loss" the words "of property whose presence the hotelkeeper could previously have ascertained."
- Article 16 : Add at the end of paragraph 1 "or of excessive value".
- Article 17 : Since both the formula "force majeure" and that of "an unforeseeable and irresistible event" are known to Tunisian law, either of them may be adopted.
- Article 18 : No observations.
- Article 19 : The version of paragraph 4 in square brackets should be retained and the other deleted.
- Article 20 : Delete sub-paragraph (a).
The phrase in square brackets in (c) should be maintained since it provides a fairer rule.
- Article 21 : No observations.
- Article 24 : To be deleted.
- Article 25 : Delete sub-paragraph (c) of paragraph 1.