

Liability of Hotel-keepers In Europe

Nowadays there is a general demand to take our various valuable articles with us on trips abroad such as, for instance our indispensable bank card or electronic tools. However, many are wary of the risks therefore it is worth knowing what the law reads in respect of the liability of hotel-keepers in the event of damage to or loss of our valuable articles – brings the attention of the expert of Kovács Réti Szegheő Attorneys at Law to a problem affecting many. A corner-stone of the legal environment of this set of issues is the convention adopted in Paris by the Council of Europe which explicitly regulates the compensation for damages incurred in the property of hotel guests, dr. Loránd Kovács pointed out.

When travelling abroad, many are wary of taking their various valuable possessions with them as these cannot always be kept with them and it would be too hazardous to leave them behind in a hotel room.

The solution is definitely not to simply dispense with having our favourite articles of use or value as “companion” all the time, elaborates the expert of Kovács Réti Szegheő Attorneys at Law.

An Integral Part of Our Lives

Nowadays there has been a general demand on being able to access our mail, phone or book tickets online to Uffizi or the opera performance the day after tomorrow in hotel lobbies or eventually near the swimming pool, at the sea-side or while travelling.

In dr. Kovács Loránd’s opinion, the electronic tools required to this end have become an integral part of our lives while, very often, they themselves are of high value. An even more serious problem is presented by the photography equipment which, for the most dedicated fans of photography, are indispensable for travelling while having substantial value.

Finally, the storage of various jewels (watches), bank cards, cash, valuable clothing and leather articles may also be problematic too. The question arises: are hotel-keepers responsible in case of damage to or loss of our valuable possessions.

Convention of Paris

The answer is provided in the Convention of Paris adopted on the 17th of December, 1962 in the framework of the Council of Europe. The convention explicitly provides for the liability of hotel-keepers for damage to the property of hotel guests.

The aim of the convention is to harmonise the national regulation of individual member states or other states acceding to the convention though determining minimum requirements to hotel-keepers.

Most European countries acceded to the convention so in respect of European destinations, its provisions may be regarded as basis of reference from which the signatory countries may only divert by setting out stricter liability rules, the expert of Kovács Réti Szegheő emphasised.



Liability For Articles Brought Into the Hotel

Under the convention the hotel-keeper is liable for items brought into the hotel. Any property shall be deemed brought into the hotel, which is at the hotel during the time when the guest has accommodation at his disposal therein or those during the time when the guest has accommodation in the hotel, of which the hotel-keeper or persons for whom he is responsible for take charge of even if these are kept outside the hotel.

Irrespective of the nature of keeping, the liability may extend to a reasonable period preceding or following the time when the guest has accommodation.

Equivalent of 3000 Gold Francs

As a main rule, the hotel-keepers' liability shall be limited to the equivalent of 3000 gold francs that is, calculating at the current market value of gold, approximately 7700 USD. Nevertheless, the regulation of member states may vary by limiting the liability of hotel-keepers to 100 times the amount of the daily charge of the room reserved by the guest and in respect of any article in the value not exceeding 1500 gold francs (appr. 3850 USD), 50 times of the daily rate of the room.

In Dr. Loránd Kovács's opinion, such limits may be always taken into consideration at placing our valuable property in hotel rooms or even the safes therein. If the value of such article (jewel, cash, electronic equipment etc.) is higher than the above limit or it is otherwise advisable, it is worth depositing the given article with the hotel-keeper. In these cases, the hotel-keeper shall have unlimited liability.

Question of Hotel-keepers' Liability

The hotel-keeper shall be bound to receive securities, cash and other valuable property for safe custody and may only refuse to receive such property if it is dangerous or having regard to the size or standing of the hotel, it is of excessive value or cumbersome.

The hotel-keeper shall have objective liability so it does not matter that the hotel-keeper was not accountable for the damage. Nevertheless the hotel-keeper may be discharge itself from liability in case the damage has incurred due to the conduct of the guest or a person accompanying or visiting him. Furthermore, the hotel-keeper shall not be held liable in the event of force majeure.

Any statement, agreement or stipulation of contract excluding or limiting the extent of liability shall be null and void. Consequently such reference to the hotel-keepers regulations or general conditions etc. of such content may be ignored.

An Example of Hungarian Judicial Practice

Finally, according to the expert of Kovács Réti Szegheő Attorneys at Law, it is worthy of mentioning that the provisions of the convention shall not apply to vehicles, any property left in a vehicle or live animals, however, the member states may divert from this provision and may apply the stipulations of the convention to such cases too.



In Hungary, for instance, according to the judicial practice, in case the guest has left his vehicle in the closed parking lot of the hotel, the hotel-keeper shall be held liable for the damage incurred therein.