

REGULATIONS CONCERNING THE HOTELIERS AND THEIR CLIENTS

Article 8 of the Law 1652/30-10-86 (Govern. Gazette F 167 A')

1) The decision No 503007/1976 (Gov. Gazette F 166 B') taken by the Secretary General of the NTOG about the REGULATIONS CONCERNING THE HOTELIERS AND THEIR CLIENTS has been ratified and it is a provision of the above law from its publication in the Government Gazette, as follows:

Article 1

The Hotelier is obliged to lease the vacant rooms of his Hotel to any client, to hold at his disposal and provide him with every comfort advertised for his Hotel (e.g. swimming pool, sport - grounds, night club, umbrellas, couches, sandy beach ect).

The Hotelier may refuse the leasing, if the client:

- a) Looks conspicuously ill
- b) Is under the influence of alcohol
- c) Has an untidy appearance

The leasing of part of the Hotel's capacity is forbidden if at the same time the Hotelier is put under the obligation not to let the remaining beds to certain persons, tour operators or travel agencies.

Article 2

The Hotelier is obliged to answer within 3 days by letter or telegram about the acceptance or not of the booking of the rooms which was made either by letter or telephone or telegram. In affirmative cases he has the right to ask an advanced payment up to 25% on the total of the price agreed for the overnights of the period the client will be staying at the Hotel. This advanced payment can not be lower than one day's rate. The reservation is considered definite either upon receipt of the above mentioned advanced payment or as soon as the reservation is accepted by the Hotelier in writing.

Article 3

The person who made a reservation of rooms for a certain period of time and did not use them either for the whole period or for part of it should pay a compensation to the Hotelier equal to the half of the price he should pay if he used them. If the client however advised the Hotelier about the cancellation 21 days in advance he is exempt from any obligation and if the Hotelier has received any payment must refund it immediately.

Article 4

The client is entitled to make use of

- a) The reserved room or suite.
- b) The public areas such as lounge, library etc.

In case a client wishes to have an exclusive use of articles belonging to the Hotel (umbrella, couch etc.), he may be asked to pay an extra charge based on a pre-fixed price-list. The use of the reserved room or suite is allowed exclusively by the person who reserved it or by those declared at the reservation by this person.

Article 5

The leasing of the room is considered to be made for one day, unless otherwise it has been agreed between the Hotelier and the client.

Article 6

The leasing is considered mutually renewed for each following day as far as the Hotelier does not inform the client about the expiry of the leasing and the client does not inform the Hotelier that he will not prolong it. This notice must be given one day in advance, otherwise it is not valid for the day it is given but for the following day.

Article 7

In the case of the completion of the room's leasing, as it is mentioned in the previous article, the client is obliged to evacuate the room the latest at 12.00. If the client stays longer than this time and up to 18.00 he has to pay of one day's rate. If he stays past 18.00 he has to pay a day's rate. If the client refuses to pay, the Hotelier has the right to take his luggage out of the room.

Article 8

If the room is leased for a fixed time, the Hotelier has not the right to break the lease before the lapse of the agreed time, unless the client:

- a) Transgresses the present regulations
- b) Is taken ill suffering from a contagious disease or any other disease causing inconvenience to other clients.
- c) Behaves against the commonly accepted moral law.

The client equally must:

- a) Accept the room reserved by him or by a third party acting by order of him, unless the room is not the one ordered.
- b) Keep the room up to the end of the agreed time otherwise he is obliged to pay compensation to the Hotelier equal to the half of the amount of the money he should pay for overnights if he was making use of the whole time.

The above applies also in the case the client does not arrive at the Hotel on the date agreed unless «force majeure» reasons prevented him. These reasons should be certified by unshakable proofs. The agreement between the Hotelier and the client about the duration of the leasing is valid provided that it can be proved.

Article 9

The day of arrival is considered as a full day as far as the rate is concerned, regardless the time of arrival. The day of departure is not counted unless the client does not evacuate the room up to 12.00 of the day of his departure, in which case applies the article 7 of the present regulations.

Article 10

The Hotelier should hold at the clients disposal the rooms of which has accepted the booking either by letter or telegraph or by signing a contract, being obliged otherwise to secure their stay in another Hotel at least of the same class, situated in the same town and being equipped with the same as his own Hotel amenities. In such a case the Hotelier should pay the transfer expenses as well as possible difference in price between his Hotel and the one his clients are accommodated.

If the above is not possible to be guaranteed the Hotelier has the obligation to compensate the client with the price agreed for the whole time he would stay at the hotel; the client may have come to an agreement by contacting directly the Hotel or he may possess a voucher issued by a Travel Agent who has signed a contract with the Hotelier.

The Hotelier is not allowed to overbook his bed capacity by signing relevant contracts. Transgression of the above provision will bring about an administrative sanction against the Hotelier consisting in the degradation of his Hotel to the immediately lower class for one year.

Article 11

Agreements-Contracts between Hoteliers and Tour Operators or Travel Agents or groups of clients concerning the reservation of a number of beds for a certain period of time for the accommodation of alternating clients (Allotments) should include amongst other possible stipulations, the following:

- a) The agreed price for overnight or bed and breakfast or half pension or full pension.
 - 1) The agreed «table d' hotel» breakfast and meals should be offered at the price fixed by the Market Inspection Police regulations. They should also consist of what is provided by the relative regulations of the said authorities.
 - 2) It is forbidden to Hoteliers whose Hotels are not equipped with restaurants or snack-bars to sign contracts for bed and breakfast or half pension or full pension accommodation.
 - 3) It is also forbidden the letting or sub-letting of the restaurants or the snack-bars of the Hotel to alien to the Hotel people, because the responsibility for the Hotel is unified for all its sections.
- b) The kind of room (single, double, with or without bathroom).
- c) The precise duration of the leasing.
- d) The agreed minimum and maximum of overnights per month.

Article 12

1. The Hotelier has the right to ask an advanced payment, as a deposit, up to 25% on the whole amount that has been agreed.
2. If the Hotelier transgresses the agreement he is obliged to refund immediately the advanced payment plus interest and satisfy all rights that may have arisen in favor of the other party; at the same time his conduct will be considered as a serious misdeed and bring about him very strict administrative sanctions by the NTOG.

3. In case the Tour Operator or the Travel Agent does not cover the agreed minimum of the allotment the Hotelier has the right to ask a compensation based on the agreed price per overnight and amounting to the half of the remaining uncovered amount for the minimum of the allotments.

The above compensation is possible to be counterbalanced if adequate advanced payment has been made.

Article 13

1. A Tour Operator or Travel Agent has the right to cancel part of the total of the agreed beds Without obligation of paying compensation as long as the Hotelier is advised accordingly by certified means at least 21 days before the agreed date of the clients's arrival (Release period).

2. The Hotelier equally is entitled to a release period of 21 days before the fixed date of the clients' arrival for those agreed beds for which there is not a reservation certified by either voucher or room list.

3. The Tour Operator or Travel Agent is obliged by the allotment contract to cover a certain percentage of the agreed allotment during the shoulder months (April, May, October), otherwise the allotment contract is ipso jure null. The above percentage is freely determined per month by the contracting parties. In case the Tour Operator or Travel Agent does not fulfill this obligation, the hotelier is entitled to reduce the number of beds agreed for the high season (June, July, August and September) in proportion to the percentage which was not covered by the allotment.

4. The Tour Operator or the Travel Agent is obliged by the allotment contract to forward to the hotelier in a period of time explicitly determined in the contract a binding rooming list containing his reservations for the period from 1/7 up to 15/9, otherwise the allotment contract is ipso jure null. The hotelier is respectively obliged to ensure the number of beds of the above list increased by 30% for late bookings.

Paragraph 3 was amended and Par. 4 was added in the 535813/27-9-79 Decision of the Secretary General of the NTOG.

Article 14

In each room there must be a notice duly ratified by the Police in the respective columns of which it should be mentioned analytically the room rate, the relative additional increases and the total amount resulting from their addition plus the price of breakfast and dinner according to the Market Inspection Police regulations in force of that time. The purpose of this notice is the precise information of the clients on the total amount of money they are obliged to pay for their stay in the Hotel's room.

Article 15

Hotel enterprises which have been granted by the NTOG the right to offer compulsorily breakfast or dinner must add on the room rate the prices of the said meals in full, as they are fixed by the Market inspection Police regulations. These meals should also consist of what is provided by the relative regulations of the said authority. Hotels which have been granted the right of compulsory half pension should advise their clients accordingly upon their arrival; a relevant notice should also be placed in a conspicuous place in the reception room and the bedroom.

Article 16

The Hotel enterprises all over the country should charge throughout the year the prices declared to the NTOG and approved by it, in connection with the determined by Ministerial Decisions reductions on hotel prices. The charging of prices lower or higher to those declared is forbidden.

For ascertaining the true observance of the above, the Hoteliers are obliged to:

- a) Submit to the competent department of the NTOG for control and ratification the contracts, in duplicate, which were signed between them and the Tourist Offices in Greece and abroad.
- b) Hold for control at the disposal of the NTOG Inspectors the books of the daily traffic and the clients' debit as well as the copies of the bills issued to the clients.

Contracts not submitted to the NTOG for control and ratification, as above, will be of no proving value for the NTOG in case a difference should arise between the contractors.

Against the transgressors of the above provisions administrative sanctions will be imposed including even the revocation of the appointment of the Hotel Director as long as the contracts bear his signature and the degradation of the Hotel unit to that class to which corresponds the price charged when the relevant transgression was ascertained (R.D. 27/4-14/5/1937, article 10).

Article 17

The Hotelier for the clients' convenience, is obliged to keep his Hotel open on 24 hour basis, employing a receptionist during the day and a night porter at night. He must similarly ensure the operation of the Hotel's telephone exchange during the whole day and night.

Article 18

The appointed by decision of the NTOG managing Directors are responsible for the observance of the present regulations as well as other relative to Hotels laws and provisions.

The Hoteliers should not interfere in the director's duties; the later being obliged in an opposite case to submit a relevant report to the competent NTOG department.

Failing of the above will bring about administrative sanctions against both the director and the Hotelier.

Article 19

The clients' accounts are usually settled on a weekly basis. The Hotelier however has the right to ask for their settlement daily.

In case of no prompt settlement of the account, the Hotelier has the right to refuse a further leasing of the room or the bed and to withhold at the departure of the debtor-client all articles brought into or delivered by him according to the LD. 5205/1931, article 5.

Article 20

The client upon arrival at the Hotel must hand over to the Hotelier or to the competent director, the precious or of considerable value articles and the money that he carries with him, against receipt. In an opposite case the Hotelier is not responsible for possible loss of the said articles or money.

For the rest of the articles which were brought into by the client, the Hotelier is exempt from any responsibility if the loss or damage is due to the negligence of the client or the people who accompany him or visit him or are employed by him.

The Hotelier is also exempt from any responsibility if the damage or the destruction or the loss of the article is due to «force majeure» reasons (earthquake, fire etc.) or to its peculiar nature.

Article 21

In case of illness due to an infectious or contagious or mental disease as well as in case of death or suicide of a client within the Hotel, the Hotelier is entitled to compensation by the client or his beneficiaries for the expenses or damages he underwent as a result of the happening.

The amount of the compensation is defined by a decision of the NTOG Secretary General.

The client is responsible for any damage or loss the Hotel has suffered (breakage of glasses, crockery, wash basins, damage of furniture, carpets, clothing ect.) owing either to him personally or to his visitors or to persons employed by him or to any other person for which he is responsible.

Article 22

The client is obliged:

- a) To sign as soon as he arrives at the Hotel the registration forms ordered by the authorities.
- b) To hand over to the porter's office his room key each time he goes out of the Hotel, the Hotelier having the obligation to provide two keys for each room of his Hotel.
- c) To receive his visitors in the reception rooms of the Hotel unless he is staying in a suite.

Article 23

It is forbidden:

- a) The preparation of meals or decoctions by the clients in the Hotel room; also the taking of meals in the rooms with the exception of sick clients or those that have asked for room service.
- b) The use by the clients of petrol engines, electric apparatus etc.
- c) The use of electric current for other purposes than lighting and shaving.
- d) The washing of linen or any other kind of clothing into the rooms.
- e) The placing of any kind of luggage in the corridors of the Hotel.
- f) The changing of position of the room's furniture and the opening of holes into the walls for hanging photographs or other object.
- g) The keeping of domestic animals into the Hotel unless the Hotel is equipped with special facilities.
- h) The gambling.

- i) Noisy music and songs and any kind of gatherings that may cause inconvenience to other clients.

For noise made by children under age or any inconvenience caused by them their parents or guardians are responsible.

- j) The use by the clients of towels, linen and any other kind of clothing outside the room.

Article 24

The client should behave with affability towards the Hotel personnel and possible complaints against them should be reported to the Hotel management who must take adequate steps to satisfy the client in so far as it is possible and legal.

If the client violates the provisions of the present regulations, continually makes noise, disturbs the clients and in general behaves towards the Hotel personnel and the clients in an improper way, he may be considered as undesirable and be asked to leave the Hotel within 24 hours and evacuate his room.

Article 25

If a client gets attacked by an infectious disease his relatives or his friends and his attending doctor should immediately advise the Hotel management, the Police Station of the area and the nearest medical department accordingly.

Article 26

In case of violation of the present regulations the client or the Hotelier may, if need be, address themselves to the Tourist Police or, in place where no Tourist Police Stations are established, to any Police Authorities who are obliged to give all possible legal assistance and impose the application of the provisions of the present regulations.

Article 27

The regulations concerning the Hoteliers and their clients by virtue of our decision No 7778/31-3-1955 are abolished as from publication of the present.

Athens, January 29th, 1976

TZANNIS TZANNETAKIS

Secretary General

2) These regulations can be amended by decisions of the General Secretary of NTOG published in the Government Gazette.

Article 9

This law becomes effective from its publication in the Government Gazette.

We order the publication of the present in the Government Gazette and its enforcement as law of the State.

Athens, October 14th, 1986

THE PRESIDENT OF THE REPUBLIC
CHRISTOS ANT. SARTZETAKIS
THE MINISTERS