



ACCOMMODATION CONTRACTS IN THE EU

Generally speaking, accommodation services can be provided either in the form of short-term service, like stays at hotels, hostels and the like, or in the form of long-term tenancy agreements.

Tenancy agreements are regulated differently than short term stays, the laws regarding this differ between the countries, we strongly suggest to seek advice from appropriate organisations, if you have any doubts regarding this. There are usually regulations regarding the minimum rights and obligations of the parties, tenancy deposit schemes, etc.

In some countries, tenancy agreements can be made verbally and have very long duration, that will be exempt from being challenged. As an example, German law does not allow to challenge the duration of tenancy agreements of up to 4 years. It is worth remembering, as you may end up with contractual obligations that are no longer suitable for your situation (!).

Short term stays at hotels, hostels and similar establishments are more within the realm of consumer law. It is important to note that such accommodation contracts are not covered by the obligation to offer cancellation rights. This means that traders can set their cancellation policies as they see fit:

- some agreements will be cancellable up to the time close to the beginning of your stay;
- some will only offer partial refund and/or 'staged' cancellation policies;
- some agreements will not be cancellable at all.

In any case, traders are expected to inform you of their respective cancellation policies and further confirm this in durable form (e-mail confirmation, etc.). Some accommodation providers offer the same accommodation with different cancellation arrangements: booking made at a lower price may be non-cancellable, whereas the same room may be offered at a higher price with more generous cancellation allowance.

Please make sure that you know their check-in and no-show policies. If you are arriving late, you need to contact the accommodation provider to discuss your options. If there are problems with accommodation, you need to allow the accommodation provider an opportunity to resolve the problem (e.g. by moving you to another room, etc.).

If they cannot or will not resolve the problem, you may be in position to leave the property, find alternative accommodation and then enter the dispute with the trader you booked the accommodation with. In some cases, you may be entitled to full or partial refund, sometimes you may be able to claim the cost of alternative accommodation. It is important to have a very good reason to take such course of action and gather as much evidence (photos, etc.) as you can.