

Announcement and recommendation of the Hungarian Hotel and Restaurant Association regarding the Coronavirus

HYGIENE

- The hotel staff should be informed about the coronavirus information, what to do, and what to do if they are suspected of having a coronavirus. Hygiene standards must be checked.
- Frequent hand washing with disinfectant, at least 20 seconds at a time
- Avoid contact with eyes, mouth and nose by hand
- When coughing or sneezing, use a tissue and dispose of it in the trash.
- It is recommended in the hotel public areas, restaurant, entrance, staff corridor, changing rooms, etc. Provide disinfectant fluid, spray to guests and staff.
- It is recommended that certain cleaning processes (lifts, door handles, washbasins, hairdryers, toilets) are carried out more often than usual with the use of disinfectant.
- Special attention should be paid to the washing of porcelain, cutlery and glasses in restaurants, frequent disinfection of buffet tables, restaurant equipment, equipment (salt pellets, chair rails, etc.) and wellness area.

CANCELLATIONS

The Civil Code. 6: 180th (1) of the Act, the guest shall not be required to pay compensation in the event of unforeseeable circumstances, which, as a result of extraordinary circumstances, would render his travel impossible. The exit restriction is considered to be an impossibility of performance. The advance payment is subject to the Civil Code, will be refunded if the transaction for which the advance payment was made failed.

No matter the reason for which the transaction is not concluded, the advance will always be refunded. Provided the prepayment party informs the hotel prior to the arrival date.

If a guest who is prevented from travelling due to official action fails to notify the hotel that he is unable to travel, due to force majeure, the hotel will be in compliance with the Civil Code. 6: 179th (2) of the EC Treaty, it may claim damages for failure to notify.

In summary, in this case, force majeure is a situation where the authority restricts the travel of individuals, so the fact of the coronavirus itself is not force majeure.

At present (27 February), the "force majeure" situation for indefinite periods applies to Chinese group guests, Italian student groups and those arriving from quarantined settlements as a result of actions by the authorities.

IF THE HOTEL CONTRACT FALLS UNDER COMMON LAW, INCLUDING PROVISIONS OTHER THAN YOUR PROVISIONS, THEY ARE THE GUIDELINES.

e.g. if a non-officially sick guest cancels his / her non-refundable reservation, the hotel is entitled to the contractual amount, on the basis of the contract concluded.

If the guest's travel is not impeded, he / she is obliged to pay the cancellation fee in accordance with the contract in case of cancellation of the room (Article 6: 180 (2) of the Civil Code). This is the case even if the guest cancels the reservation due to illness.

DISEASE

The hotel is in accordance under in civil code, it shall have the right to terminate the contract with immediate effect in the event of any material circumstance under its loss prevention and mitigation provisions. This may be the case if the contract partner is suffering from an infectious disease or illness that goes beyond the duration of the reservation or is in need of care.

In this case the hotel is not obliged to accommodate the guest, and the hotel will issue a report on infectious disease reporting 1/2014. (I. 16.) EMMI and Decree 18/1998. (VI. 3.) NM is obliged to act and immediately notify:

- (a) the Government Office, or
- (b) the public health service, or
- (c) the National Center for Epidemiology, or
- d) the mayor / clerk.

If you send a notification to anyone, it is good to have it in writing, e.g. e-mail to prove that the hotel has indeed immediately notified the authority. According to the decree, the infected or suspected guest is required to be separated by the authority, which means removal from the hotel.

Employees, who come into contact with the patient, are monitored and the authority prohibits them from working. Thereafter, the health service will keep a constant check on the hotel and disinfect it.

Even a mildly ill employee cannot work.

It is recommended that workers who return home from infected areas, stay at home for a period of 2 weeks. If any suspicious incident is detected by the staff, guests or colleagues, the hotel manager must be notified immediately.

QUARANTINE

The foreclosure of the hotel is pursuant to the Act CXXVIII of 2011 on Disaster Management and Law number 234/2011. (XI. 10.), the authorities named therein may be ordered by organizations. These may include the Mayor of Budapest, the district Mayor, the National Directorate for Disaster Management and the Territorial Protection Committees. In this case, the hotel management and staff are required to follow or comply with the instructions of the controlling authority / organization.

Under section 75 of the Act, a hotel as an organization can account for disaster management expenses.

According to Article 78 (1) of the Act, "Disaster-related costs shall be reimbursed from the State budget to the organs and organizations involved in the defense."

In summary, if a hotel is quarantined, the hotel is required to comply with the instructions of the issuing authority, and may require the budget to reimburse its quarantine costs by submitting bills of expense to the Mayor of Budapest / District Mayor or the county defense commission.

27th February 2020