

HOTEL RIGHTS

This article applies to hotel bookings made directly with a hotel in the UK. Different considerations apply to bookings made via an online travel agent or to bookings made with hotels abroad.

Problems with hotels come in a myriad of forms – the room is dirty, the room is too small; the air conditioning doesn't work/is too noisy, the bed is uncomfortable, there is mould in the bathroom, the towels are threadbare, the staff are rude, the food was cold, the wine was corked, we didn't get the seaview we were promised, our luggage was stolen, the wifi didn't work, we had to pay extra to use the health club, we had to pay extra for parking, there was no room service, and so it goes on.

As with most problems it is best to start with making a polite but firm complaint to the hotel management as soon as you become aware of it. This will give them a chance to remedy the problem and you might even be given an upgrade or a free night or a reduction in price.

Have a look at our article on [A Guide to Effective Complaints](#) for an extensive guide on how to pursue a complaint.

As far as your strict legal rights are concerned the starting point is to work out what your contract says. This will consist of any terms and conditions that the hotel uses, any description of the hotel that you have relied upon, the precise details of your booking e.g. Bed and Breakfast in a junior suite with full English breakfast and evening meal, and any other oral terms you might have agreed over the phone e.g. a late check out.

Most of the relevant law you need to rely upon can be found in the [Consumer Rights Act 2015](#)

The CRA does three principal things for you:

1. Every contract to supply a service must be performed with reasonable care and skill; and
2. Anything said or written by the hotel that you take into account when making the contract is a term of the contract; and

3. Any goods supplied under the contract, which essentially means any food you are supplied with, must be of satisfactory quality, fit for purpose and must fit their description.

As far as (1) is concerned this might mean, for example, that your room should be ready for you at check-in time; the room should be clean on arrival and the beds made every day; the water should be hot enough; the room should be warm/cool enough; there should be enough tables at breakfast and any food ordered should come promptly.

For (2) there will often be a wealth of information on the hotel's website that you have consulted before you made your booking e.g. what classification the hotel is, whether the hotel is non-smoking, whether it has a restaurant and the hours it is open, whether it has a swimming pool or a fitness centre, whether it is pet friendly, and what type of rooms are on offer and the amenities included.

With (3) if the food is cold or overcooked or raw or makes you sick then this will be a breach of the requirement to provide food of a satisfactory quality.

Service complaints can be highly subjective: one person's raw steak is another's rare steak; one person's small helping is another's nouvelle cuisine; a small room could simply be cosy to another guest; a rude member of check-in staff could just be highly efficient at checking in a large party that arrived at the same time. So just make sure your complaint is legitimate or significant enough to want to take it further.

But if the hotel is seriously in breach of any of these provisions, and you have clear proof, you can bring an action for breach of contract – but remember that going to court is a last resort and to be avoided if at all possible. Take a look at our article on [How to pursue your rights against a travel company](#) before you embark upon court action.

If your luggage is lost or stolen while you are a guest at the hotel then the hotel is strictly liable for this i.e. you do not have to show it is their fault. However, under the Hotel Proprietors Act 1956 the hotel can limit its liability to £50 per item or £100 overall (£750 or £1,500 in London) if they put up a notice to that effect. The hotel is not liable if the loss or damage is caused by your negligence or 'Act of God'.