

INNKEEPERS' DUTIES



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Summary



Definition



What is an inn?

Section 2 of the Innkeepers Act defines an INN: 'any hotel, boarding-house or other place where any person is harboured/lodged for any kind whatsoever.... and where any domestic service whatsoever is rendered.... to the person so harboured/lodged'

Who is an innkeeper?

A person who runs an establishment that offers accommodation, for money.

Who is a guest?

A person who engages accommodation of the inn.



Duties of an innkeeper

a) Duty to provide accommodation

- This duty is not absolute.
- An innkeeper can reject a person who is 'not fit to be received'.
 - Example 1: Disruptive behaviour, causes annoyance to guests. If already a guest, can remove him from the inn (*Rothfield v North British Hotels*).
- An innkeeper whose rooms are fully occupied is not under an obligation to provide accommodation (*Browne v Brandt*).
- However, innkeepers who fails to honour a confirmed booking is still in breach of contract, can be sued.
- Innkeepers cannot refuse accommodation at one hotel, and ask the would-be guest to stay at another hotel under the same management (*Constantine v Imperial London Hotels Ltd*).





Duties of an innkeeper

b) Duty to provide services in a non-discriminatory manner.

- It is unlawful to discriminate against his guest on the ground of race, gender, religion, nationality, disability. "
- Exception: as a part of Syariah-compliance. (Eg: operate a "women only" spa)



Duties of an innkeeper

c) Duty to record guests' information

- Under the **Registration of Guests Act 1965**, an innkeeper is required to record certain information concerning guests.
 - Eg: Name, address, occupation, sex, nationality.
 - If Malaysian, details of his/her identity card. If not Malaysian, his/her passport number.
 - Must also record the date & time of departure, and the guest's destination upon departure from the inn *[s 3 (1)(c)] of RGA*.
- Under the **Personal Data Protection Act 2010**, innkeeper has a right to process guest's personal information for room booking.
 - But, must get the guest's consent before using his personal info for marketing/ sharing such info with other hotels under its management/ other 3rd parties.



Rights of an innkeeper

a) Right to payment :

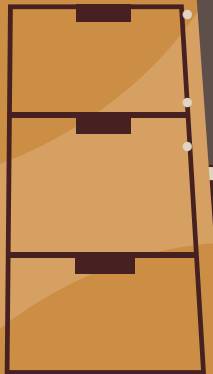
- May demand payment in advance (eg: online booking, online travel agent)
- Upon check-in, can demand credit card to effect a pre-authorisation, even the guest has paid the room price in full , as a potential payment for incidentals (eg: laundry service).

b) Right to control the Inn :

- Can enter room at any time (other than for housekeeping) whether the guest is absent or present, w/out guest's permission.
 - Thus, can end guest's stay in the event of non-payment/overstay/behave disruptively/remove to hospitals.

c) Right of lien :

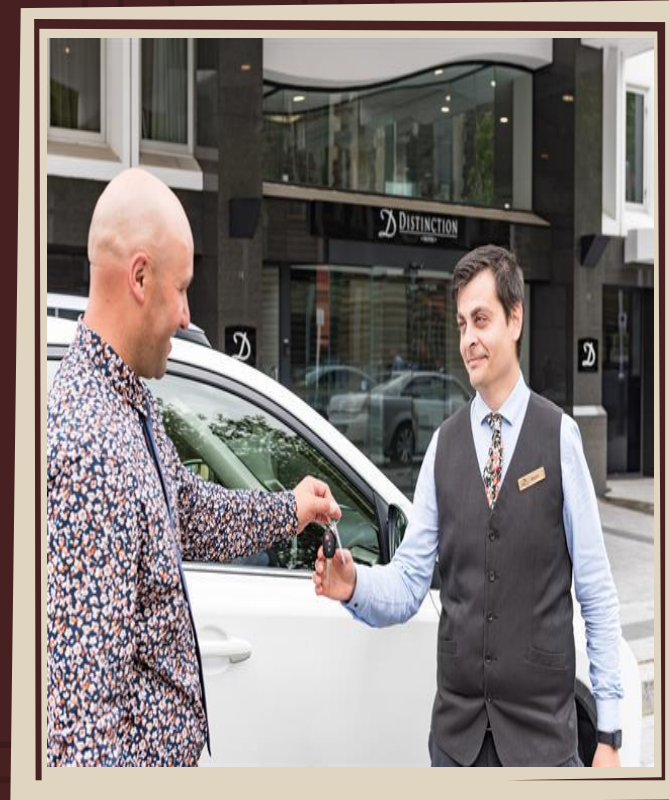
- In the event of no payment, innkeepers can detain any property brought by the guest into the hospitium until the guest pays the owing sum. If still failed to pay, can sell the property.
- Thus, innkeeper is said to have a 'lien' over the guest property (*Robins & Co v Gray*).
- However, cannot detain the guest to secure settlement of payment. (false imprisonment)



Liabilities of an innkeeper

- **S4 of Inkeepers Act 1952:**
- **General Rule:** innkeeper's liability for lost/damage properties (not include vehicle), does not exceed RM500.
- **Exception:**
 - (a) A guest's property is stolen/lost/damaged through the deliberate wrongdoing of the innkeeper/his employee; or
 - (b) A guest's property is lost/damaged as a result of the negligence of the innkeeper/his employee
 - (c) The stolen/lost/damaged property has been deposited with the innkeeper for safe custody.
- **How to minimise liability?**
 - demand the guest to declare the value of his property. Innkeeper may refuse to accept for safe custody of property exceeding RM5k.
 - demand the guest to deposit his property in a box/ other receptacles & fasten/seal them himself.
- ❖ If the property is less than RM5k, innkeeper must accept for safe custody, otherwise he cannot rely on the limit of liability under the Inkeepers Act + must display s4 of IA at a front desk.

- ❑ Inkeeper is NOT liable for the loss/damage of the guest's property where the guest is negligent in the care in the care of his own property.
- ❑ Inkeeper is potentially liable so long as a guest's property is lost/damage within the hospitium of an inn.
- ❑ Inkeeper who offers a valet parking becomes a bailee- has duty to exercise care over the car, where he fails to do so, he may be liable to the guest in respect of the lost/damaged car.





Thanks!

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