

Applicable measures in case of cancellation of the accommodation in different European countries

Country	Regular law or Civil Code	Special Rule or Law	Dates (validity or effect of the new rule)
Austria	<p>It depends on the law of the state where the hotel is located. If the travel destination is suddenly very seriously affected by the virus, so that it is not reasonable to take a vacation there, it can be objected to as the basis of the contract has disappeared and therefore can be withdrawn from the contract free of charge. This is regulated in Austria and Italy. If this is different in the country where the consumer wants to go, the consumer can apply for a coupon to be used at another time. Businesses are more willing to do this than to cancel without charge.</p> <p>As long as the situation in Austria is such that the client can only leave the house if there are good reasons, it can be argued that due to this government order the consumer cannot travel to the holiday destination. Therefore, there is no longer any commercial basis and the consumer does not have to pay a cancellation fee.</p> <p>Many hotels can be cancelled free of charge or inexpensively until shortly before arrival. If this is not the case with the reservation, the consumer should wait and see how the situation develops. Shortly before (approximately 1 week) there may be a right of withdrawal free of charge.</p> <p>In many countries, there is no need to pay a cancellation fee if the hotel operator cannot fulfil the contract because the hotel is closed. A trip can be cancelled free of charge if there are exceptional circumstances at the holiday destination.</p> <p>A State Department travel warning is not absolutely necessary for a free cancellation. According to rulings of the Austrian Supreme Court, it is sufficient that there are serious reports that travel is unreasonable.</p> <p>If the Department of State recommends to refrain from all unnecessary travel, the tour operator/transport company/hotel can be objected to that, according to this recommendation of the Ministry of Foreign Affairs, the basis of the contract has disappeared and therefore one wishes to withdraw or rebook free of charge. https://www.bmeia.gv.at/</p>		

Belgium	<p>There are currently no Belgian regulations on the hypothetical case where the consumer wants to cancel a hotel reservation (when he/she can no longer or wants to travel) without the reservation having been cancelled by the provider. Therefore, everything depends on the general conditions of the reservation.</p> <p>Likewise, there is no specific Belgian regulation on hotel reservations cancelled by the provider due to the coronavirus.</p> <p>In many countries, the hotels are still open, but the common areas (swimming pool, restaurant, bar, spa) are closed. In such cases, it is impossible for the hotel owner to fulfil all his contractual obligations. In this case, this can be an argument for applying for a credit or a refund.</p> <p>Similarly, if the provider is unable to perform the contract, due to the total closure of his premises, the consumer has the right to request a refund.</p>		
Bulgaria	There are not specific rules. Has to follow the terms and conditions of the contract and the options provided by the Hotel		
Croatia	<p>In the case of the booking in a hotel, the cancellation of the hotel accommodation is only possible in the case of a gesture of goodwill by the hotel. In such case, the consumer should contact the hotel as soon as possible and inquire about the conditions of cancellation. Some hotels offer the possibility of vouchers or the possibility to change the reservations dates.</p> <p>http://ecc-croatia.hr/vijesti/103/corona-virus-u-europi-koja-su-prava-putnika/</p>		
Cyprus	There are not specific rules. Has to follow the terms and conditions of the contract and the options provided by the Hotel		
Czech Republic		The Czech government established a ban on providing accommodation services due to Covid-19. In this sense, for hotel reservations during the prohibition period, both travelers and the hotel operator can cancel the reservation. The client will be entitled to a refund of the money without cancellation fees. This benefit only applies to reservations made during the ban period.	Not specifications were found
Denmark	There are not specific rules. Has to follow the terms and conditions of the contract and the options provided by the Hotel		

Estonia	There are not specific rules. Has to follow the terms and conditions of the contract and the options provided by the Hotel		
Finland	<p>A self-booked hotel can only be cancelled with certainty if the hotel's cancellation conditions allow for this. However, if the hotel cannot provide the agreed service at all, for example because the hotel itself or the entire area in which it is located has been quarantined, or the area is in a state of emergency or under a travel ban, the consumer may claim a refund.</p> <p>(Press releases 11 March 2020 updated on 9 July 2020) https://www.kkv.fi/en/current-issues/news/2020/11.3.2020-coronavirus-information-on-consumer-protection-for-travellers/</p>		
France		<p>Ordinance 315-2020 of 25 March 2020, relating to the financial conditions for the resolution of certain tourist travel and stay contracts in the event of exceptional and unavoidable circumstances or force majeure https://www.legifrance.gouv.fr/affichTexte.do;jsessionid=805CFEE7044A9EAE98CC9C52C942E917.tplgfr34s_3?cidTexte=JORFTEXT000041755833&dateTexte=&oldAction=rechJO&categorieLien=id&idJO=JORFCONT000041755510</p> <p>This applies to: - Travel package; - Accommodation; - Car rental; - Other tourist services.</p> <p>It applies to any cancellation by the consumer or the trader from March 1, 2020 till September 15, 2020.</p> <p>This special legislation allows the trader to offers a credit note valid for 18 months which has to cover all amounts paid; the consumer must be informed within 30 days of the termination of his contract. If the trader offers a credit, must offer an alternative service of identical or equivalent quality, at no additional cost (in the case of a lower price, the consumer keeps the difference in the form of credit).</p> <p>The trader is not required to offer to the consumer a credit. The trader can</p>	From 1 March 2020 till 15 September 2020

also decide to reimburse the consumer directly.

However, if the trader offers a credit, the consumer cannot demand any repayment in the form of money during the period of validity of the credit (18 months). At the end of the period, the trader must reimburse the amount of the credit or, if applicable, the remainder, regardless of the reason why the consumer did not use this credit.

It is worth taking a look at the provider's website. Due to the Corona crisis, hotels are currently offering special cancellation conditions and rebooking regulations.

In some cases, hotels offer vouchers instead of a refund in case of cancellation. According to German law, the consumer does not have to accept the voucher if he/she had the right to cancel free of charge.

Hotel operators themselves determine whether hotel accommodation may be cancelled free of charge, whether cancellation fees apply or whether the full amount must be paid.

If the hotel operator is allowed to continue to offer accommodation at the destination, the consumer often bears the risk of travelling to and from the destination. If the consumer cancels the hotel room in such a case, it is quite

Germany	<p>destination. If the consumer cancels the hotel room in such a case, it is quite possible that she/he will have to pay the cancellation costs despite an existing travel warning.</p> <p>The same applies if the consumer has booked a holiday home. Here, too, the tenancy law of the holiday country and the contractual conditions are important.</p> <p>If the free cancellation is possible according to a law or the terms and conditions in case of unforeseeable circumstances, (it is not possible to speak of an unforeseeable circumstance for bookings made after 11 March 2020 regarding the COVID-19 pandemic). On this date, the coronavirus was classified as a pandemic by the World Health Organization. Therefore, restrictions on travel were to be expected. So if the consumer has booked accommodation after that date, he/she can no longer cancel free of charge due to the coronavirus pandemic as an unforeseeable circumstance.</p> <p>https://www.evz.de/en/travelling-motor-vehicles/travel-law/coronavirus.html</p>		
Greece	<p>There are not specific rules. Has to follow the terms and conditions of the contract and the options provided by the Hotel. As well the Civil Code prescribes under what conditions the consumer is entitled to a refund.</p>		
Hungary	<p>There are not specific rules. Has to follow the terms and conditions of the contract and the options provided by the Hotel.</p>		
Iceland	<p>There are not specific rules. Has to follow the terms and conditions of the contract and the options provided by the Hotel. For example if the consumer has purchased accommodation that is non-refundable on terms, and decides to cancel the booking, he/she is not entitled to a refund from the property.</p>		

Ireland	<p>There are not specific rules. Has to follow the terms and conditions of the contract and the options provided by the Hotel. If there are no restrictions imposed at the location or in the country of destination, and the accommodation provider is still prepared to perform their side of the contract, securing a refund may be challenging.</p> <p>If the consumer has booked through a booking engine such as booking.com, hotels.com or trivago.com has to review the booking information around refunds or rescheduling. There are cases where the hotel, Airbnb host or other accommodation provider may offer to refund the costs without penalties, as a goodwill gesture. In other cases, providers can also offer an accommodation credit or a voucher to be used at a later date. In all other cases, the relevant terms and conditions accepted at the time of booking are applicable.</p> <p>https://www.irishtimes.com/business/personal-finance/coronavirus-cancellations-are-you-entitled-to-a-full-refund-1.4227717</p>		
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The conversion of the CURA ITALIA decree into law has led to substantial changes in the reimbursement discipline, including among the hypotheses in which the price of the trip / tourist package / stay can be reimbursed via voucher also the cancellation of the trip, stay or tourist package made by the carrier's accommodations and organizers. For cancellations made by traders before April 30, the date of entry into force of law no. 27/2020, the European regulations relating to the rights of passengers in transport and the Tourism Code, has to be reviewed.

In light of law of 24 April 2020 n. 27 (conversion law of the decree law 17 March 2020 n.18 so-called CARE ITALY, in force since 30 April 2020) the trips to be made for tourism purposes, may be canceled and will give the right to receive a refund within the times and in the manner established by law no. 27/2020 above as regards transport, stays and booked tourist packages. It is therefore recommended, if the consumer is forced to cancel a trip / stay / tourist package, to immediately contact the carrier, the structure or the organizer, if the booking was made through an agency, the latter.

1. I have booked a stay but I am forced to give it up, what are my rights?
In the event that the traveler is unable to take advantage of the stay by express provision of the authority and must therefore renounce it, he can withdraw from the contract: the structure can provide a cash refund or can issue a voucher (to be used within one year of issue) of an amount equal to the refund due. It is the structure that can choose cash refunds or vouchers.

Italy

How long will it take to receive the refund / voucher?

Firstly, it is necessary to communicate with the hotel; this communication must be made within 30 days of the cessation of the preventive cause, attaching the booking of the stay. Within 30 days from the communication, the hotel must proceed with the reimbursement of the refund or the issuance of the voucher.

2. I have booked a stay to participate in a public competition / event, but this has been canceled. Can I get a refund of the amount paid for the stay?

In the event that a competition or a public selection procedure, an event, an event or other form of meeting in a public or private place, including cultural, recreational, sporting and religious, have been canceled, suspended or postponed by the authorities, the buyer can obtain a refund of the price paid. It is necessary to send a communication to the trader within 30 days from the cancellation, suspension or postponement of the competition, the selection procedure, the event, the initiative or the event.

3. The facility where I booked a stay has suspended or ceased operations due to the ongoing health emergency. What are my rights?

The trader can offer the consumer a replacement service of equivalent, higher or lower quality with a refund of the price difference, or proceed with a refund of the price or, otherwise, it can issue a voucher, to be used within one year of its issue, for an amount equal to the refund due. The choice is left to the trader since the law 24 April 2020 n. 27 provides that

In force since 30
April 2020

the voucher fulfills the reimbursement obligations and does not require any form of acceptance by the recipient.

4. I booked a hotel stay, but I am unable to take advantage of it because of the restrictive measures issued by the authorities. I paid an advance / deposit. Can the hotel refuse to give me back the amount paid?

No, also in this case the rule applies that if it is no longer possible to fulfill the service; the hotel cannot request payment and must return what has already been paid in cash or by issuing a voucher valid for one year from the date of issue. .

5. I booked a hotel for summer 2020. The hotel informed me that if today I decide to cancel the reservation, I will lose the deposit / I have to pay a cancellation penalty. Can I cancel for free?

It is not possible to predict what the situation will be this summer; to date the fulfillment of the service is possible. From this it follows that, in the event of cancellation, the hotel can withhold the deposit paid or request the payment of penalties if provided for by the contractual conditions.

If, on the date of the stay, traveling is still prevented (or due to impediments on leaving the country or due to impediments to entering the place of destination), the contract can be terminated and the amounts already paid must be returned.

<https://www.euroconsumatori.org/82039d84027.html#gsc.tab=0>

Latvia	There are not specific rules. Has to follow the terms and conditions of the contract and the options provided by the Hotel		
Lithuania	There are not specific rules. Has to follow the terms and conditions of the contract and the options provided by the Hotel		

Luxemburg	There are no specific rules. Terms and conditions apply. If the hotel provides the service and if the consumer cancels, the consumer will not be refunded (unless the Terms and conditions of the paid fee allow free cancellation).		
Malta	There are not specific rules. Has to follow the terms and conditions of the contract and the options provided by the Hotel		
Netherlands	<p>When it comes to booking accommodation in a hotel or resort, two cases must be distinguished:</p> <ul style="list-style-type: none"> - Accommodation is closed due to coronavirus. The consumer is entitled to a refund of the reservation. However, given the current extraordinary situation and its important economic consequences, the trader can offer a credit. Check the conditions before accepting it. - The accommodation is not closed but, for example, the consumer cannot go there due to entry or exit restrictions. He/she might not be entitled to a refund as the hotelier can still provide the service foreseen in the contract. However, a voucher could constitute a reasonable compromise for both parties. <p>There are no specific rules. Terms and conditions apply.</p>		
Norway	<p>There are no specific rules. Terms and conditions apply.</p> <p>If the consumer is unable to use the hotel booking, he/she should check the hotel's terms and conditions. If the consumer has booked non-refundable accommodation, he/she is, generally speaking, not entitled to a reimbursement from the hotel. If the hotel has to close so that the consumer cannot use his/her booking, the rule of thumb is that he/she can claim a refund of the cost of the hotel booking.</p> <p>The travel insurance should in principle cover the cost of non-refundable hotel accommodation that cannot be used due to the coronavirus pandemic.</p> <p>https://www.forbrukerradet.no/advice-regarding-the-corona-virus-pandemic/</p>		

Poland		<p>On March 31, the President of the Republic of Poland signed a package of laws called the Anti-Crisis Shield: http://isap.sejm.gov.pl/isap.nsf/download.xsp/WDU20200000374/U/D20200374Lj.pdf</p> <p>The Anti-Crisis Shield legislation amended the rules for travelers to withdraw from hotel booking contracts and for traders to terminate them, provided that such withdrawal or termination is directly linked to the SARS-CoV-2 outbreak. The standard rules, according to which the client could only receive a refund of already incurred payments, have been replaced with more specific arrangements aimed at striking a balance between the parties' interests. According to the Anti-Crisis Shield legislation, withdrawals and terminations will become effective after a notice period of 180 days. The parties will also have the right not to withdraw from or terminate the agreement if the traveler receives a voucher for future travel arrangements (not later than one year from the scheduled date of the suspended event). The value of the voucher cannot be lower than the value of the suspended reservation.</p> <p>https://www.allenoverly.com/en-gb/global/news-and-insights/publications/covid-19-coronavirus-competition-and-consumer-protection-in-poland</p>	From 1 April 2020
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<p>Portugal</p>		<p>Trips scheduled from March 13 to September 30 and canceled due to the pandemic can be rescheduled or replaced with equivalent vouchers until the end of 2021, after which they can be reimbursed,</p> <p>Decree-law no. 17/2020, (https://dre.pt/web/guest/pesquisa/-/search/132332504/details/maximized) in force since 24 April 2020 establishes “exceptional and temporary measures related to the tourism sector, in the context of the pandemic of the Covid-19” covers the reservation of accommodation services located in Portugal made directly by the consumer or through online platforms that have been implemented in the modality no refund.</p> <p>In the case of opting for a voucher, it is issued “at the guest's request and is transferable by mere tradition”, being able to “be used by those who also present it as a principle of payment for higher value services, according to the availability of the enterprise or establishment and the conditions applicable on the new intended dates”.</p> <p>In cases of rescheduling, if this is done “for a date when the applicable tariff is below the value of the initial reservation, the difference must be used in other services of the tourist resort or local accommodation establishment, and will not be returned to the guest if he does not use it.</p> <p>Outside of this regime are refundable reservations for accommodation services in tourist developments and in local accommodation establishments, to which the cancellation rules provided for on departure</p>	<p>Trips scheduled from March 13 to</p>
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Portugal		<p>apply.</p> <p>Canceled reservations made in the form of non-reimbursement of the amounts paid “confer, exceptionally and temporarily, to the operators the right to credit the unused amount”. This credit “must be used to settle costs with any other service reservation with the same tourist resort or the same local accommodation establishment, on a date defined by the travel and tourism agency or tour operator, subject to availability of services accommodation, until December 31, 2021”.</p> <p>“If the tourist resort or local accommodation establishment is not available for multiple dates requested by the travel and tourism agency or by the tourist entertainment operator until December 31, 2021, the travel and tourism agency or the animation operator can request the return of the credit to be made within 14 days”.</p> <p>If the travel and tourism agency or tour operator is unable to book a new accommodation service at a tourist resort or local accommodation establishment in Portugal by December 31, 2021, the deposit amount must be returned at within 14 days of this date.</p> <p>https://www.dnoticias.pt/2020/4/23/55626-viagens-canceladas-reagendadas-substituidas-por-vales-ou-reembolsadas-em-2022</p>	September 30, 2020
Romania	There are not specific rules. Has to follow the terms and conditions of the contract and the options provided by the Hotel. Reimbursement of amounts falls under the Civil Code.		
Slovakia	There are not specific rules. Has to follow the terms and conditions of the contract and the options provided by the Hotel.		

When booking accommodation, regardless of the method of concluding the contract (at a distance, outside or on the provider's business premises), European regulations do not regulate the consumer's rights in the event of termination of the contract by him. So including the refund of the purchase price when the consumer withdraws from the contract due to extraordinary circumstances. Accommodation services are also exempted from the right to withdraw from the contract for a period of 14 days from the conclusion of the contract, which is otherwise valid for distance or off-premises contracts.

With regard to the possibilities and deadlines for termination of the contract, it is therefore necessary to know the content of each accommodation contract and the general terms and conditions of the provider, as well as the general terms and conditions of the online platform. The possibility of free cancellation may be part of the general terms and conditions of the provider, but the consumer may have agreed on this option at the time of concluding the contract, and this has also affected the higher price of the service. In the event of problems, consumers would be advised to seek assistance from the platform through which they made the reservation in forwarding the claim to the accommodation provider and also in enforcing it.

When the provider still offers its services, despite the applicable restrictions (disabled sightseeing, closed cultural facilities, limited movement of people, etc.), either the consumer or the provider, according to Slovenian law, may request a change in the contractual relationship or withdrawal from the contract in accordance with Article 112 of the Code of Obligations, which defines the occurrence of unforeseen circumstances under an already concluded contract that make it difficult to fulfill the obligations of one party or the existing contract no longer meets the expectations of the contracting parties.

Pursuant to Article 113 of the Code of Obligations, the other contracting party must be notified in good time of the request to withdraw from the contract. If the party withdrawing from the contract does not do so, he is liable for the damage caused to the other party. This can be exploited by accommodation service providers, which operate without significant restrictions, despite certain measures taken due to the coronavirus.

In the event that hotels are closed due to circumstances and they are prevented from providing services to consumers. the latter could refer to Article 116 of the

Slovenia

Code of Obligations: " If the fulfillment of obligations of one party to a bilateral contract has become impossible due to neither the other party shall extinguish the other party's obligation, but if the other party has already fulfilled part of its obligation, it may demand return under the rules on the return of what has been wrongfully obtained "...

Rules and practices vary between providers and must be known to the consumer before the contract is concluded.

<https://www.epc.si/pages/si/pravice-potrosnikov/koronavirus/odpovedane-namestitve.php>

	<p>Code of Obligations: " If the fulfillment of obligations of one party to a bilateral contract has become impossible due to neither the other party shall extinguish the other party's obligation, but if the other party has already fulfilled part of its obligation, it may demand return under the rules on the return of what has been wrongfully obtained "...</p> <p>Rules and practices vary between providers and must be known to the consumer before the contract is concluded.</p> <p>https://www.epc.si/pages/si/pravice-potrosnikov/koronavirus/odpovedane-namestitve.php</p>		
Spain		<p>In the event that the provision of any type of service is impossible as a consequence of the measures adopted during the state of alarm (e.g. hotel reservation):</p> <ul style="list-style-type: none"> • The user will have the right to terminate the contract without penalty within 14 days from the end of the alarm state and its extensions. • The service provider may offer an alternative service provision (alternative date, or voucher ...). • If the user does not accept the proposed alternative, within the maximum period of 60 days the amounts paid must be reimbursed (in the same way in which they were paid).The Company may discount the expenses caused by the reimbursement, broken down, but that amount may never imply a penalty for the user. 	
Sweden	<p>There are not specific rules. Has to follow the terms and conditions of the contract and the options provided by the Hotel. However, if the hotel cancels the reservation, the consumer has the right to a refund.</p>		
United Kingdom	<p>There are not specific rules. Has to follow the terms and conditions of the contract and the options provided by the Hotel.</p>		

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