

NORTHERN TERRITORY OF AUSTRALIA

HOTEL-KEEPERS ACT  
No. 58 of 1981

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SCHEDULE



# NORTHERN TERRITORY OF AUSTRALIA

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No. 58 of 1981

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## AN ACT

To regulate the liabilities and rights of hotel-keepers

[Assented to 14 July 1981]

**B**E it enacted by the Legislative Assembly of the Northern Territory of Australia, with the assent as provided by the *Northern Territory (Self-Government) Act 1978* of the Commonwealth, as follows:

### 1. SHORT TITLE

This Act may be cited as the Hotel-keepers Act 1981.

### 2. COMMENCEMENT

This Act shall come into operation on a date to be fixed by the Administrator by notice in the Gazette.

### 3. INTERPRETATION

(1) In this Act, unless the contrary intention appears -

"hotel" means, irrespective of whether it is licensed under the Liquor Act -

(a) a common inn or an establishment held out by a hotel-keeper as providing, without special contract, sleeping accommodation to a person presenting himself who appears able and willing to pay a reasonable sum for the services and facilities offered and who is in a fit state to be received; and

(b) any premises used for the purposes of providing board and lodgings for members of the public as a commercial enterprise and includes a boarding-house, guest-house and lodging-house,

but does not include a caravan park or the erection or placement and use of tents, mobile homes or cabins for the purposes of providing board and lodgings for members of the public as a commercial enterprise;

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"hotel-keeper" means the keeper of an hotel;

"vehicle" means a vehicle within the meaning of the Motor Vehicles Act, a horse and carriage, and chattels used in connection with a vehicle.

(2) Nothing in this Act shall affect the liability of a person for loss of, or damage to, property caused by his default, neglect or wilful act, or that of his servant.

(3) The law in force immediately before the commencement of this Act relating to the rights and liabilities of an innkeeper with respect to the property of a guest shall cease to apply to an hotel-keeper on and from the commencement of this Act.

### 4. GUEST AT HOTEL

(1) For the purposes of this Act, a person shall be a guest at an hotel only where sleeping accommodation at the hotel has been engaged by or for him.

(2) Where a person is entitled to use sleeping accommodation at an hotel on the day on which this Act commences, the person shall be deemed to be a guest for the purposes of this Act irrespective of whether the engagement of the sleeping accommodation at the hotel occurred prior to the commencement of this Act.

### 5. LIABILITY OF HOTEL-KEEPER

Subject to sections 6, 7 and 8, an hotel-keeper is liable, in his capacity as an hotel-keeper, for loss of, whether by theft or otherwise, or damage to, property brought to an hotel by or on behalf of a guest.

### 6. RESTRICTION OF HOTEL-KEEPER'S LIABILITY

(1) Subject to this section, the amount payable in respect of the liability of an hotel-keeper to any one person who is a guest at the hotel with respect to property that, while at the hotel, is lost, whether by theft or otherwise, or damaged shall not exceed \$200.

(2) Sub-section (1) shall not have effect unless, at the time the property in question was brought to an hotel, a copy printed in plain type of the notice appearing in the Schedule was conspicuously displayed in the sleeping accommodation occupied by a guest and in a place where it could conveniently be read by the guest at or near the reception office or desk or, where there is no reception office or desk, at or near the main entrance to the hotel.

(3) Notwithstanding compliance with sub-section (2), sub-section (1) shall not have effect where the property in question -

(a) was lost, whether by theft or otherwise, or damaged through the default, neglect or wilful act of the hotel-keeper or his servant;

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- (b) was deposited by or on behalf of a guest expressly for safekeeping with the hotel-keeper or his servant authorized or appearing to be authorized for the purpose and, if so required by the hotel-keeper or his servant, deposited in a container fastened or sealed by the depositor; or
- (c) was offered to the hotel-keeper or a servant authorized or appearing to be authorized for the purpose for deposit for safekeeping and the hotel-keeper or the servant refused to receive it or, through the default of the hotel-keeper or the servant, was unable to receive it.

### 7. LIABILITY FOR VEHICLES

(1) An hotel-keeper is not liable, in his capacity as an hotel-keeper, for loss of, whether by theft or otherwise, or damage to, a vehicle brought to the hotel by or on behalf of a guest or to property left in or on the vehicle.

(2) An hotel-keeper, in his capacity as an hotel-keeper, shall not have a lien over property referred to in sub-section (1).

### 8. DEFENCES

An hotel-keeper is not liable, in his capacity as an hotel-keeper, for loss of, whether by theft or otherwise, or damage to, property of a guest if the hotel-keeper establishes -

- (a) that the loss or damage was due to the misconduct or negligence of the guest or his servant or a person accompanying the guest or an act of God or the Crown's enemies; or
- (b) that the guest had assumed exclusive charge and custody of the room in which the property was at the time of the loss or damage.

### 9. LIEN OVER GUEST'S PROPERTY

Subject to section 7(2), an hotel-keeper has a right of lien over property brought to an hotel by or on behalf of a guest for the hotel-keeper's charges for food, drink, accommodation or services provided to the guest or on that guest's account.

### 10. SALE OF PROPERTY

(1) Where an hotel-keeper's charges for food, drink, accommodation or services remain unpaid for 28 days after they become due and payable, the hotel-keeper may, in addition to any other remedy provided by law, sell by public auction property that he has held in pursuance of section 9.

(2) An hotel-keeper shall give notice of a proposed sale under sub-section (1) not later than 7 days before the proposed sale -

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- (a) by placing an advertisement in a newspaper published or circulating in the area where the hotel is located; and
  - (b) by posting a notice by registered mail to the last-known place of residence or business of the guest whose property he proposes to sell or by serving upon that guest personally a notice of the proposed sale.
- (3) A notice under sub-section (2) of a proposed sale shall indicate -
- (a) the name of the guest;
  - (b) the amount of the guest's indebtedness;
  - (c) the time and place of the proposed sale;
  - (d) the property to be sold; and
  - (e) the name of the auctioneer.

#### 11. APPLICATION OF PROCEEDS OF SALE

(1) The proceeds of a sale made under section 10 shall be applied by an hotel-keeper, in order of preference, in payment of -

- (a) the amount owed to the hotel-keeper; and
- (b) the costs of the advertisement and sale made pursuant to section 10,

and the surplus, if any, shall, upon application being made by the guest within one month after the date of the sale, be paid to that guest.

(2) If no application is received under sub-section (1) within the specified time for the surplus proceeds of a sale the hotel-keeper shall pay the surplus to the Public Trustee as unclaimed moneys.

Hotel-keepers

SCHEDULE

NORTHERN TERRITORY OF AUSTRALIA

Hotel-keepers Act

Section 6(2)

NOTICE

LOSS OF OR DAMAGE TO GUEST'S PROPERTY

Under the Hotel-keepers Act, an hotel-keeper of an hotel may, in certain circumstances, be liable to make good any loss of or damage to a guest's property even though it was not due to any fault of the hotel-keeper or any servant in his employ.

This liability, however -

- (a) extends only to the property of guests who have engaged a room for sleeping;
  - (b) is limited to \$200 to any one guest except in the case of property which has been deposited, or offered for deposit, for safekeeping; and
  - (c) does not cover motor vehicles or other vehicles of any kind, a horse and carriage, or property used in connection with a vehicle.
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