



Camera di Commercio
Ravenna



Charter of Quality Tourism Services

Hotels



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1. Discipline and booking procedures

Italian Law does not specifically regulate "hotel contracts", whose validity is determined by consent given by the parties. The absence of documents may create difficulties in the solution of any possible controversies: therefore reservations should be made in writing or by computer. Reservations made over the telephone and/or verbally commit the owner of the hotel located in the city until 18.00 and the owner of the hotels located along the Riviera until 20.00 of the first day of arrival, save any specific indications made by the client informing of any possible delays. In order to create a correct relationship between the hotel and the customer, when any booking is made the hotel owners must communicate:

- the period of the stay;
- the price defined;
- the characteristics and services available in the room booked (TV, bar fridge, etc);
- the availability of air conditioning, indicating whether or not the system is centralised or adjustable in every room;
- the services offered by the structure (gym, sauna, swimming pool, tennis courts etc.);
- the application of any possible supplements and/or reductions;
- the existence of internal regulations with regards to any possible restrictions;
- the availability and number of any possible rooms for the disabled according to current regulations.

If a reservation is made in hotel annexes or a residence, the hotel owner must indicate:

- the centralised services offered by the main structure;
- the services available in the annexes;
- the category of the annexes, through the conventional use of stars.

If the room booked in writing is not occupied by the client by 14.00 of the day following the expected arrival date

and, in the meantime, if the client has not sent any communication, the room may be considered free and the reservation will be cancelled.

"Last minute" reservations

They are all last minute reservations made over the phone or by e-mail for which confirmation methods will apply. In hotels if reservations are verbal they are subject to a limited period of time (18:00 for the city and 20:00 for the Riviera, save any specific communications made by the client informing of any possible delays), while if the client chooses a safe reservation with arrival at any time, he must guarantee his reservation in writing and pay by credit card.

On-line reservations

There is a growing number of internet sites of hotels, consortiums, agencies etc. that are classified as "e-commerce": these sites provide information on prices, rates, special offers or "all-inclusive" packages and the possibility of making on-line hotel reservations is becoming extremely popular, concluding hotel contracts in this way.

Generally on-line bookings are made with the guarantee of a credit card or payment authorisation of the deposit by credit card.

The hotel owner cannot refuse a room to anybody unless:

- the hotel is fully booked;
- clients refuse to show some form of identification.

The hotel owner is obliged to inform any person making a reservation of non availability of rooms or, in any case, the existence of any impediment.

Upon arrival clients are obliged to show some form of identification that will be kept by the hotel for the amount of time necessary to perform legal operations.

2. Methods requested for confirmation

It is normal practice to pay a deposit in hotels in seaside areas when a reservation is made. This has a dual function: confirmation of stipulation of the contract and it represents proof of the existence of an agreement between the parties.

As a guarantee of the reservation, in particular in "last-minute" situations, the hotel owner on the Riviera may ask clients to make on-line reservations, to provide details of their credit cards, exclusively as a guarantee for the reservation, and to provide any possible authorisation for payment of the deposit agreed. Clients that decide to pay by credit card should indicate their name, surname, credit card number and expiry date: upon confirmation the hotel owner should specify the stay period and the price and should indicate the cancellation date without fines. If the client does not turn up and does not provide any news, the reservation will be considered cancelled by 12:00 of the day following the expected arrival date and the client's credit card will be charged for the first night only.

3. Type of room accommodation

Reservation by tourists of a "single room"

If a client requires a single room but the hotel owner does not have one available, he should inform the client and propose a double room for single use as an alternative, indicating the exact price (including the supplement for "double room for single use" if due).

If a double room is given to a single person when this kind of accommodation was not specifically requested by the client and the hotel owner has not duly informed the client of the cost of the room, the price of accommodation may not exceed the maximum price indicated for a single room. Therefore the hotel owner will not be allowed to apply any supplement related to a double room used as a single.

Reservation by clients of a "double room for single use"

Generally a double room for single use is much larger and

more comfortable compared to a room with one bed and this is why it normally costs more.

If tourists specifically request a double room for single use, the hotel owner may apply the price of a single room increased by the relative supplement as long as the Provincial Administration is duly informed. If the hotel owner has not reported the price of a double room used as a single room, save any agreements, he may apply the maximum price of a two bed room, prior to having informed the tourist of the cost when the reservation is made.

4. Prices and rates of board

The price of each room or service may not be, for any reason, increased compared with the prices indicated by the hotel owner in a letter, according to legal requirements, sent to the Provincial Administration of Ravenna.

The rates of single services are summarised in a table that should be clearly and visibly available to the public in the reception area and in each room, unit or suite (art. 32 of the Regional Law 16/2004), otherwise a fine will be applied.

The hotel owner will have the right to diversify prices of board at his own discretion, within the maximum period indicated by the Provincial Administration as long as it is not advertised at a price lower than the one applied and that the tourist is informed immediately.

In any case the price applied should be indicated on the card in the room for the entire duration of the stay.

Prices indicated include value added tax (VAT).

Price of accommodation only is per room per day while the price of half board or full board is per person per day.

The price of full board includes accommodation and meals, it does not include drinks or extra services, unless specifically indicated.

The price of half board includes accommodation, breakfast and one main meal but it does not include drinks or extra services, unless specifically indicated.

The price of full board or half board in a single room or in a double room for single use is generally higher than that of a double room. This difference may be requested only if specifi-

cally agreed between the parties. In any case, the cost should not exceed the maximum prices indicated by the Provincial Administration for these kinds.

According to local customs and habits, the price of full board or half board is applied for periods of no less than three days and, is considered, unless indicated to the contrary, per person in a double room.

For periods of less than three days the "charter" price may be applied, related to each single service (room and meals) according to the rates indicated in accordance with legal requirements by the Provincial Administration.

The hotel owner will be in charge of informing the customer, communicating that the full board or half board rates will not be applied, but charter prices will be applied.

In the absence of this information, the hotel owner undertakes to apply the full board or half board price, as shown in the price lists. The hotel owner will still have the right to apply the maximum price of full board stated by the Provincial Administration, as long as this amount does not exceed the total amount of prices of single services.

In the special case of booking of a room for a period exceeding three days, during which for some days an adult may leave and then return to the hotel (for example, during a week end) the full board or half board rate will be applied for the days of actual presence of the guest, even if the stay is less than three days.

Any special services for which the hotel owner provides for the application of supplements (air conditioning, TV, gym etc.) will be clearly specified in the price list, in all advertisements and in all correspondence to clients.

Special offers

In accordance with article 32 paragraph 7 of the Regional Law 16/2004, the owners or managers of accommodation structures that advertise prices lower than the ones communicated to the Provincial Administration should clearly indicate the period of validity and the conditions of application. In the absence of

these specifications, the offer should be considered as general and valid for the entire year underway.

Advertisements in magazines and newspapers

Advertising the characteristics of a structure through publicity inserts in newspapers or magazines results in a public offer. The contract is considered concluded once the hotel owner receives a fax/letter/e-mail or a telephone call from the tourist referring to the advertisement, unless the advertisement specifies that the offer is considered valid until a specific number of rooms have been filled. In this case the client is obliged to check the availability of rooms before making the reservation and the conditions of the offer.

5. Validity of the price of board

The price of daily board starts with lunch and ends with breakfast on the following day.

The days of board are calculated from the date of arrival to the date prior to the departure date.

In Riviera hotels clients can check-in to their rooms at 12:00 on the date of arrival and must leave their rooms by 10:00 on the departure date.

In city hotels clients can check-in to their rooms at 14:00 on the date of arrival and must leave their rooms by 12:00 on the departure date.

6. Charges for meals

In half board or full board, the hotel owner will not apply any discounts for meals not eaten in the hotel unless this has been agreed and discussed in advance. Meals should normally be consumed in the specific hotel areas and during the times indicated by the hotel owner: any meals consumed at any other time or in any other areas may result in a supplement being charged.

Meals that clients do not consume on the date of arrival may be requested on the date of departure without the application of any supplements, possibly in the form of a packed lunch.

7. Services for children

Price reductions on half board and full board are applied to children.

The percentage of discount is characterised by the age of the child and defined by the hotel owner. Generally, the age groups are the following:

- newborns
- from 4 to 7 years of age
- from 8 to 12 years of age

The reduction applies to children in a room with at least two adults. The hotel owner can provide a cot, if requested by clients, for newborns.

8. Definitions of "sea view" and "view of the sea"

With regards to hotels located in seaside areas, the words "sea view" mean that the room overlooks the sea directly, while the words "view of the sea" mean that guests can see the sea from their room, even though the view may be limited. The words "directly overlooking the sea" indicate that the hotel is close to the sea and the beach, without any structural obstructions such as roads, parks, buildings etc.

The words "sea front" indicate that the hotel is located immediately in front of the sea but in order to reach it guests must cross a road, a park, the courtyard of a building etc.

9. Pets

Pets are not normally allowed in hotel structures. If the hotel does allow pets with clients, the hotel owner and clients must comply with the following regulations:

- the hotel owner must advertise the admission of pets in his structure, specifying the kinds of animals accepted;
- inside the complex clients must keep all pets on a lead and make sure that they do not disturb and cause any inconveniences to other clients in the hotel;
- animals are not allowed in public structures;

- animals should not be left alone and unguarded in hotel rooms.

Only the animals that comply with the norms indicated by hygiene requirements and current regulations will be allowed in the hotel. The hotel owner will have the right to request payment, prior to agreement between the parties, for animals accommodated in the hotel room.

10. Car park service

If the hotel structure has a car park area for customers, the hotel owner will not be held responsible for damages or thefts to the cars during their stay. However, the hotel owner will be held responsible for the above mentioned damages or thefts if the customer paid the hotel owner for this specific service.

11. Payment of board and accommodation

Considering that each hotel advertises and displays the credit cards accepted, payment of the bill should be made in cash or by credit card. The hotel owner will have the right to request advance payment, indicating this requirement specifically in the reservation document.

Clients will have the right to perfect correspondence between the price requested and the services offered. If the hotel owner asks for a higher price compared with the price indicated, the client may refuse to pay the difference and send a written complaint to the Provincial Administration, in charge of the rates and application of fines (art. 38, paragraph 2, of the Regional Law 16/2004).

12. Client insolvency

In the event of client insolvency the hotel owner, in accordance with article 2769 of the civil code, will have the right to request compensation on clients property (luggage, any valuables in the safe box, cars etc.) and to request their seizure from relative authorities. Credit due to the hotel owner will be limited to a 6 month period.

13. Costs borne by the hotel owner for contractual defaults

If, upon arrival at the hotel, the tourist finds accommodation or hotel characteristics that are different from the ones agreed but he accepts them just the same, any previous agreements made with the hotel owner will be automatically cancelled and no longer valid. On the contrary, if the client does not accept the differences, he will have the right to demand accommodation in another hotel of the same category or superior with the specific characteristics defined upon reservation with the hotel owner.

The hotel owner will be obliged to pay the difference in the event of any price difference.

However if the parties do not come to an agreement on alternative accommodation, the client may demand reimbursement of twice the deposit paid.

Advertisements in newspapers, hotel catalogues and general publicity, if different from reality, may represent sufficient elements to withdraw from the contract. As the characteristics and conditions indicated in advertisement material may generate personal interpretations (hotel close to the sea, tranquil area, family treatment etc) clients should check the characteristics staged beforehand.

Overbooking

The situation of "overbooking" occurs when a hotel owner accepts a number of reservations exceeding the number of rooms available.

Clients with an official reservation or travel agency voucher have the right to accommodation in a nearby hotel, of the same category or above, without having to pay any extra costs. If this is not possible, the hotel owner should reimburse the client for damages.

14. Costs borne by the customer for contractual defaults

The client will lose his deposit paid when the reservation is not followed up and therefore he does not turn up at the hotel to occupy the room reserved. If the client cannot respect the

reservation made for any serious and justified reasons, the hotel owner will keep the deposit for a subsequent stay to be defined between the parties.

If the client has to leave the hotel in advance, excluding any unexpected events documented and attributed to the hotel owner or his employees, the hotel owner may cancel any special offers and promotions and, if the stay lasts less than three days, he may apply standard prices for the services supplied.

As compensation for the damages caused to the hotel owner, an indemnity equivalent to the price of the room for the number of days until the end of the trip and up to a maximum of three days, will be paid as well as payment of the services used. In this case the deposit will be deducted from the final price. If the room has been rebooked in the period covered by payment of the indemnity, this amount may be reimbursed to the defaulting client.

15. Responsibilities of the hotel owner

According to the legal regulations indicated in articles 1783-1784-1785-1786 of the civil code, the hotel owner will be held responsible for any possible thefts or damages caused to the property of clients.

This responsibility is unlimited when the hotel owner accepts to safe-keep valuable objects or money or refuses to provide clients with any safe box without providing a valuable reason. The hotel owner may legitimately refuse to safe guard objects that may be considered dangerous, rather large or considered excessively valuable with regards to the category of the hotel.

In any other case, with regards to all of the objects that the client is allowed to bring into the hotel, but not handed over to the hotel owner, this responsibility is limited to the value of the goods stolen, destroyed or damaged up to a maximum value of one hundred times the price of the room (Law n. 316 dated 10.6.1978). This reimbursement will be granted following presentation of a claim to the competent authority (police, etc.).

The hotel owner will not be held responsible in the event of any damages attributed to clients, companions, visitors or personnel for serious reasons.

Responsibilities will be entirely cancelled when damages have been caused by unpredictable events or by the nature of the event itself.

16. Complaints and Help Desk

The complaints may be made, together with relative documentation, to the relative municipality office or to the tourist information and reception offices located in the province of Ravenna, in charge of assisting tourists and sending them to the correct complaint authorities.

Tourists may also contact consumer protection associations in the province of Ravenna, while tour operators may refer to their own category associations.

A Help desk is available in the Chamber of Commerce of Ravenna, a simple and rapid instrument to be used as an alternative to ordinary legislation for the solution of controversies related to tourism.

For any information please contact the
CHAMBER OF COMMERCE OF RAVENNA
tel. 0544.481461/481411 - fax 0544.481500;
e-mail: tutela.mercato@ra.camcom.it
internet: www.ra.camcom.it.

The operators participating in the Charter of Quality Tourism Services undertake, in the event of controversies, to use the services of and adhere with the Conciliation procedure of the Chamber of Commerce of Ravenna.

Frequently defaulting operators may be excluded from the Charter following a decision made by the Commission set up in the Chamber of Commerce.