





Charter of Quality Tourism Services

Bed & Breakfast



These regulations, laid down by the Ravenna Chamber of Commerce in collaboration with the relative category associations, associations for the safeguarding of consumers, the Province of Ravenna and the Municipalities of the Province, outline the requirements that Bed & Breakfast facilities are committed to comply to in order to become a part of the Charter of Quality Tourism Services, obviously provided that there is a complete respect of the law adopted by the Emilia Romagna Region, which is precisely:

- Regional Law dated 28/07/2004 n. 16 Regulations regarding the hospitality reception facilities;
- Decision by the Regional Government dated 02/11/2004 n. 2149 Approval of the structural standards and of the practice requirements for practicing occasional Bed & Breakfast activities;
- Decision by the Regional Government dated 17/12/2001 n. 2871 - Adoption of the commonly noted symbol related to a family-run "Bed and Breakfast" facility.

1. Booking regulations and procedures

- a) Italian law does not explicitly regulate the "B&B facility contract", whose validity is determined by the consent of the contracting parties. The absence of relative documentation may lead to difficulties when resolving eventual controversies; therefore bookings should be made either in writing or by fax/e-mail. However, it is important to note that a telephone and/or an exclusively verbal booking commits the B&B facility until 6.00 p.m. on the agreed day of arrival, unless there are specific communications on the part of the client advising of eventual delays in arrival and unless what is provided in point c) is applied.
- b) In order to establish a correct B&B facility-client relationship, at the time of the booking confirmation the B&B facility must confirm:
- the period of the stay;
- the agreed price;
- the characteristics and features of the booked room (TV,

bar fridge, etc); and any extra facilities offered like air-conditioning, swimming pool, etc.;

- the application of eventual extra charges and/or reductions;
- the availability and the number of eventual rooms equipped for the disabled according to the existing laws;
- the possibility to have a gluten-free breakfast.
- c) Given that Bed & Breakfast facilities are family-run hospitality services, they are not obliged to offer a 24 hour reception service, at the time of booking the client shall be informed of this and therefore times of arrival and departure shall be agreed together. The B&B facility can be contacted by phone from 7.00 a.m. until 11.00 p.m.

2. Booking confirmation procedures

At the time of booking, the B&B facility can request a down payment as a confirmation of the agreement between the two parties. If the client fails to check-in and the B&B facility has not been informed of any cancellation, or the client checks-in at a time different to that agreed without prior notice, the booking shall be cancelled.

3. Types of accommodation

Booking on the part of the tourist of a "single room"

If a guest requires a single room, but the B&B facility does not avail of a single room, the client must be informed, and be offered the alternative of a double room for single use, the client must also be informed of the exact price (including the "double room for single use" supplement if due).

Otherwise, if a double room is assigned to a single guest and this type of accommodation had not been explicitly requested - and the B&B facility did not properly inform the client of the cost of the room provided - the cost of the stay must not exceed the maximum price listed for a single room.

The B&B facility cannot therefore apply any supplement regarding a double room for single use.

Booking on the part of the client of a "double room for single use" Generally a double room for single use is bigger and more comfortable with respect to a room with a single bed, this is why it is normally more expensive, in addition the B&B facility may apply the price of a single room with the added supplement, provided it has been duly reported to the Province. If the B&B facility has not reported the price of the double room for single use, it may, provided there are no different agreements, apply the maximum price of a twin room, as long as the tourist has been informed of the cost when the book-

4. Prices and tariffs

ing was made.

B&B accommodation implies overnight stay and breakfast.

The price of each room cannot be, for any reason, increased with respect to what the B&B facility reported in the special announcement, according to the law, to the Province of Ravenna (art.13 paragraph 5, art. 32 and art. 38 paragraph 2, Regional Law 16/2004).

Prices and tariffs will be summed up in a table to be shown in a visible manner in every room, failure to do so will bring a penalty sanction (art. 32, Regional Law 16/2004).

The B&B facility has the faculty to diversify the price of the accommodation to their own standards, provided it does not exceed the maximum prices reported to the Province, and provided the facility does not advertise a price that is lower than that applied and that the tourist is promptly informed.

In any case, the price applied must be shown on a sign hung in every room for the entire period of the stay. The price is intended for the room per day.

If the B&B advertises the characteristics of its facility through magazine or newspaper inserts, it is making a public offer.

The agreement will be considered concluded once the B&B facility receives a fax/letter/e-mail or a phone call confirming what is stated in the advertisement, unless the offer is valid only until there are rooms available. In this case, the client must verify, before confirming the booking, the actual availability of the rooms, as well as the conditions of the offer.

The time of arrival must be agreed between the two parties.

44

5. Days of stay calculation

The days of stay are calculated from the day of arrival up to the day before the day of departure.

The client can check-in to the B&B facility from 2.00 p.m. on the day of arrival, and shall leave it by 10.00 a.m. on the day of departure; at the same time agreeing upon arrival and departure times with the B&B facility (see point 1/c).

6. Facilities for children

Price reductions are applied to the children's stay. According to law it is possible to add a bed for children aged from 0 to 12 years at a set price and stated separately with respect to the price of the rooms.

B&B facilities offering special facilities for children and/or newborns (cot, highchair for breakfast, changing units, play room) will highlight them and place them at their guests' disposal free of charge.

7. Pets

Pets are not usually welcome at B&B facilities.

If the B&B facility welcomes pets, the following requirements are to be observed:

- the B&B facility must advertise the eventual acceptance of pets within the structure, specifying which kind of pets are accepted;
- within the B&B facility, the client must keep their pets on a leash, and ensure that they do not disturb or harm other B&B facility guests;
- pets are not allowed into the structures of common use;
- pets cannot be left alone and not looked after within the structure.

Only pets registered according to the hygiene regulations and to the existing related law can stay at the B&B facility.

8. Parking

If the facility has a car park for their guests' automobiles, this

is placed at their disposal free of charge. The B&B facility will not be liable for any damage caused or theft of the automobiles during the stay.

9. The Bed & Breakfast's commitment to offering an even better stay

In addition to what is laid down in the regional laws quoted in the introduction and as mentioned above, the B&B facilities adhering to the Carta dei Servizi Juristici di Qualità - Charter of Quality Tourism Services, are committed to:

- placing a face towel, a bidet towel and a bath towel at the disposal of each guest, as well as a courtesy set in the bathrooms (soap, shampoo);
- offer at least one typical product of the territory on the breakfast menu;
- provide guests with up-to-date information regarding the events and the opportunities the territory has to offer;
- the B&B facility is committed to taking out an insurance policy that will cover any damages suffered by the client.

10. Payment

If a B&B facility advertises and displays the types of credit cards and "bancomat" automatic teller cards accepted, the payment of the bill can be made in cash, by credit card or by "bancomat" automatic teller cards if available.

The guest has the right of the perfect correspondence between the price requested and the facilities offered. If the B&B facility charges a higher price with respect to the tariff shown, the guest may refuse to pay the difference and send a written complaint to the Province, which is in charge of controlling tariffs and apply the relative sanctions (art. 38, paragraph 2, Regional Law 16/2004).

11. Insolvency on the part of the guest

In the case of insolvency, according to art. 2769 of the italian civil code, the B&B facility has the right to avail of the client's

46

property (luggage, valuables deposited in the safe, automobiles, etc.) and to request the seizure of this property on the part of the competent bodies.

12. Breach of contract on the part of the B&B facility

Any previous agreements shall be automatically annulled if, upon arrival at the B&B facility, the guest accepts accommodation or characteristics of the facility that are different from those stated upon confirming the booking.

On the contrary, if the guest does not accept these differences, they have the right to demand accommodation in another facility with similar or better characteristics to those agreed upon confirming the booking.

The B&B facility must pay any differences in the case of price differences. On the contrary, if the parties do not come to an agreement in the acceptance of alternative accommodation, the guest can demand a refund double the amount of the down-payment made when confirming the booking.

"Overbooking" occurs when the B&B facility accepts a number of bookings that is greater than the number of rooms actually available. The guest in possession of a regular booking has the right to have accommodation in a nearby facility, with similar or better characteristics, without any price increase. If this is not possible, the B&B facility shall compensate the client for the damages incurred.

13. Breach of contract on the part of the guest/client (in the case of a down payment made upon confirming booking)

The client will lose the down payment if he/she does not adhere to the booking, and therefore does not turn up at the B&B facility to check-in to the rooms that had been previously reserved.

If the client is unable to respect the booking due to serious documented reasons, the B&B facility will keep the down payment in the form of deposit for a future stay to be agreed upon by the two parties.

In the case that the room in question is booked once again

during the period covered by the compensation payment, this sum shall be refunded to the client in default.

14. Complaints and Conciliations Desk

The complaints may be made, together with any relative documentation, to the relative municipal office or to the tourist information and reception offices located in the territory of the Ravenna province, which are responsible for assisting the tourist and for forwarding the complaints to the competent Bodies or Institutes.

In addition, tourists may apply to the relative associations for the safeguarding of the consumers of the province of Ravenna, whilst the B&B operators may refer to their relative category associations.

The Chamber of Commerce of Ravenna has a Conciliations Desk, a simple and quick service in alternative to the ordinary judicial system for resolving controversies of a tourist nature. For any information contact the Chamber of Commerce of Ravenna - Tel. +39 0544 481411/481461 - Fax +39 0544 481500; e-mail: tutela.mercato@ra.camcom.it, website: www.ra.camcom.it.

The B&B operators belonging to the Carta dei Servizi Turistici di Qualità - Charter of Quality Tourism Services are committed, in the case of controversies to apply to the proceedings of the Conciliation services of the Chamber of Commerce of Rayenna

Any B&B operators who repeatedly fail to conform may be excluded from the Charter following a decision made by the Commission set up at the Chamber of Commerce.

The following have worked with the commission:

Nadia Melandri

Confcommercio - Imprese per l'Italia Ravenna

Francesca Piombini

Confesercenti Ravenna

Chiara Roncuzzi

Confartigianato

48