

# General Terms and Conditions of Sale: Luxembourg

These general terms of sale are agreed to by B&B HOTELS LUXEMBOURG SARL, as described in article 2 of these terms and conditions, and the beneficiary of the service, known hereafter as “the Client.” They outline the rights and obligations of each party within the context of reservations of services offered by our establishments and describe the necessary steps to make a reservation, to proceed after a reservation and to cancel a reservation.

The Client confirms that they have read and agree to these general terms of sale, which apply to all reservations in our hotels located in Luxembourg, no matter how the reservation is made. These general terms and conditions are shared with the Client before confirmation of any reservation.

## 1. If you have not reserved a room in our hotels

For more information about staying in one of our hotels in Luxembourg, you can contact the hotel of your choice directly.

You can also consult the “hotel” pages on our website for more information about a particular hotel.

## 2. If you wish to reserve a room in our hotels

Reservations for a stay in our hotels in Luxembourg can be made through the following company:

- **B&B HOTELS LUXEMBOURG SARL**, a Limited Liability Company organized and existing under the laws of Luxembourg, registered in the Luxembourg Trade and Companies Register under number B294919, with its registered office at 76 rue de Merl – L-2146 Luxembourg, Grand Duchy of Luxembourg.

(Hereafter, “B&B HOTELS LUXEMBOURG”)

In accordance with the General Terms and Conditions of Use for the Website, which are available [here](#), it is stated that the company CASPER BIDCO is the online platform operator that acts as the sole intermediary between the business owners and the customers. CASPER BIDCO is not party to these GTCS or the reservation of your stay.

### 2.1. Guaranteed reservations

A reservation is considered to be fully guaranteed once the stay has been paid for, either by providing cash directly to the hotel, or by providing bank details during booking (unless the bank details provided are incorrect.)

Providing bank details to guarantee a reservation does not initiate payment for the entire stay, but rather authorises the hotel to charge the Client’s bank account for the amount due for the first night of the stay in the case of a “no-show” for which the reservation was not cancelled in accordance with the conditions listed in article 4 of these general terms of sale.

An email with a reservation number will be sent to the email address that was provided for all guaranteed reservations. This reservation number enables the Client to arrive at the hotel at any time of the day or night.

In the case of an arrival outside hotel reception opening hours, when possible, the reservation number can be entered into the automatic room distributor (ARD), which will provide (if necessary, after payment for the stay has been made) the Client with a ticket printed with a room number and access code.

## **2.2. Simple reservations**

A reservation is considered to be a “simple reservation” if it is made without sharing bank details directly with the hotel.

In this case, the reservation number provided by the hotel allows the Client to obtain a room until 6 p.m. on the first day of the stay directly at the hotel reception during opening hours and, outside the reception hours of the selected hotel, via the ARD. After 6 p.m., the room will be automatically released if the Client has not yet arrived.

## **2.3. Promotional and/or special offers**

Some promotional and/or special offers are sold exclusively on the internet and may never be obtained at hotel reception.

These offers, available on the website, on the B&B HOTELS mobile applications or on the websites and mobile services of B&B HOTELS’ commercial partners, are special offers for which the reservation of rooms and any additional services may not be combined with any other offers. The specific conditions of each offer (in particular whether or not the offer is cancellable and/or modifiable) are expressly indicated directly to the consumer at the pre-contractual stage, namely before the consumer can proceed with the online reservation, among the offers available on the Website.

Unless stated otherwise in the specific conditions of an offer, advance payment for the full duration of the stay and any additional services must be made online in order to validate this reservation.

In that case, in the event of a no-show on the expected day of arrival, and even if the hotel has been notified by any method, the total amount paid in advance for the reservation (included rooms and any additional services) will not be reimbursed.

## **2.4. Group reservations**

A reservation for more than ten (10) rooms is considered as a group reservation and may be subject to specific conditions. For information on group reservations in Luxembourg, you can contact the group reservations department at B&B HOTELS LUXEMBOURG by sending an email to [groupes@hotelbb.com](mailto:groupes@hotelbb.com).

## **3. Procedure for making a reservation on [hotel-bb.com](https://hotel-bb.com) or using B&B HOTELS mobile applications**

The procedure for making a reservation is as follows:

1. Search for one of the hotels from the B&B HOTELS group as offered on the website;
2. Select a hotel, the dates of your stay (beginning and end), the number of occupants, the type and number of rooms and the terms of sale for the associated rate, and any additional

services (such as breakfast), except when the additional service is included in the rate provided;

3. Confirm the details of the reservation, the total amount due and the terms of sale for the applicable rate (for the room, the rate and/or any additional services). Provide contact details for the Client(s);

4. Read and accept the general terms of sale, the general terms of use for the website, the privacy statement and the terms of sale for the relevant rate (to change your selection you may return to the previous steps);

5. Provide your bank card details (only credit/debit cards are accepted; Visa Electron and Maestro cards may not be used to guarantee your reservation). Review the terms of sale specific to the selected rate, then confirm your reservation.

6. B&B HOTELS LUXEMBOURG will acknowledge receipt of your reservation by immediately sending an email to the email address provided, containing the following information: (i) the type of reservation made, (ii) any additional services reserved and any applicable tourist tax, (iii) the dates of the reservation, (iv) the price, (v) the total amount due and the details of this amount, (vi) the terms of sale for the chosen rate (accepted by the Client) and (vii) information regarding customer service and the address.

#### **4. Cancelling or modifying a reservation**

It should be remembered that with regards to accommodation services, in accordance with article L222-9 §7 of the Luxembourg Consumer Code, the Client does not have the right to withdrawal as set out in article L222-9 §1 of the Luxembourg Consumer Code.

##### **4.1. Cancelling a reservation**

Simple and guaranteed reservations can be cancelled before 6 p.m. on the day of arrival.

In order to cancel a simple or guaranteed reservation free of charge, the Client must either:

- inform the relevant hotel directly as soon as possible, or
- click on the relevant link in the reservation confirmation email.

The Client will then receive an email confirming the cancellation. A reimbursement for the cancelled portion of the stay will be issued by the same payment method that was used to pay for the stay.

In the event of a late cancellation (later than 6 p.m. on the day of arrival), the hotel will charge the Client for the amount corresponding to the first night (not including the tourist tax and any additional services) by keeping the payment already made or by charging the bank card provided as a guarantee for the booking, in order to cover the cancellation fees. Any remaining nights that have already been paid for will be cancelled and refunded by bank transfer.

##### **4.2. Modifying a reservation**

To extend a stay, the Client must contact hotel reception before 11:00 a.m. to confirm room availability. If the stay can be extended, the Client must immediately pay the amount due for the room so that the hotel can provide him or her with a new access code.

In the case of early departure, the Client must notify hotel reception before 11:00 a.m. in order for the cancellation of the rest of the stay to be taken into account. For a simple or guaranteed reservation, if the initial payment was made by Visa, Mastercard or American Express, a reimbursement will be issued to the card that was used for payment for the part of the stay that has been cancelled.

For any other payment method, the reimbursement for the part of the stay that has been cancelled will be issued by bank transfer.

Some promotional and/or special offers cannot be modified, cancelled or refunded (this applies to the cost of the stay and that of any additional services). For more information, refer to paragraph “2.3 Promotional and/or special offers” above.

## **5. No-shows**

In the event of a no-show, any reservation guaranteed:

- by providing bank details and that is not cancelled before 6 p.m. will result in the Client being automatically billed and charged for the price of the first night (not including tourist tax and any additional service(s)) as flat-rate compensation to the hotel, and the rest of the stay will be cancelled free of charge. The reservation for subsequent nights will be cancelled;
- by advance payment for the entire duration of the stay at the hotel and that is not cancelled before 6 p.m. will result, upon request by the Client, in the reimbursement for the entire stay minus the price of the first night.

In the case of a reservation that is guaranteed by partial advance payment to the hotel and is not cancelled before 6 p.m., payments made in advance will not be reimbursed and will be retained as flat-rate compensation to the hotel, and the rest of the stay will be cancelled free of charge.

In the case of a “non-refundable” reservation as mentioned in article 2.3, the price for the entire stay is paid during booking, unless otherwise specified in the conditions of the offer. This amount will not be reimbursed under any circumstances (whether for the cost of the rooms or for the cost of any additional services). In the case of a Client no-show on the agreed-upon arrival date, even if the hotel was notified by any means, the reservation will be cancelled in full and the hotel reserves the right to bill the total price of the reservation to the Client to cover the cancellation fees and compensate for business losses.

## **6. Rates**

The rates apply to each room for the number of guests specified and the precise dates selected. Unless otherwise stated, additional services (breakfast, parking, etc.) are not included in the rates.

The rates as confirmed to the Client are expressed in euros, include all taxes and are only valid for the duration indicated on the website.

B&B HOTELS LUXEMBOURG reserves the right to change the rates listed on its website at any time.

The amount of the tourist tax, paid to the region or city, depends on the region or city where the hotel is located.

Rates take into account the VAT that is applicable on the day the reservation is made, and any change to the applicable VAT rate, or any change to or introduction of new legal or regulatory taxes imposed by the relevant authorities, will be automatically applied to the indicated rates on the day the stay is billed (which is to say, the arrival date).

## **7. Payment**

The Client must pay for their stay before obtaining access to their room on the day of their arrival.

Visa Electron and Maestro bank cards may not be used to guarantee a reservation, but can be used to pay at the hotel.

Online payment is made using a credit/debit card (American Express, Visa, Visa Electron, Maestro, and/or Mastercard only) via a secure payment system. The Client must provide their credit/debit card number, the expiration date and the CVV (security code on the back of the card) in order to complete a payment.

Any irregularities detected in the payment or payment method (even after the payment has been made in full), or any payment that is not made, incomplete or fraudulent, or any payment linked to illegal acts for which the Client is responsible or which the Client committed in collusion with a third party will lead to the complete cancellation of the reservation at the Client's expense, without warning and without infringing upon any civil or criminal action that may be brought against him or her.

Once the reservation has been confirmed and online payment has been made, the Client will receive a detailed confirmation by email at the email address that was provided, which will serve as proof of payment for the reservation.

The confirmation is considered to represent the agreement between the parties.

Upon the Client's departure from the hotel, they may request an invoice detailing the total price of the stay including the tourist tax (when applicable).

The inability to debit a bank card will result in the automatic cancellation of the reservation, following the same process as for an irregular or fraudulent payment.

When using an ARD, only bank cards with an electronic chip may be used to pay for a stay in B&B hotels. If the bank card has only a magnetic strip, in order to pay for a stay at B&B HOTELS LUXEMBOURG, it is necessary to arrive at the hotel during reception opening hours or use a different payment method.

## **8. Complaints**

Any complaints regarding non-fulfillment or inadequate fulfillment of hotel services should be brought to the attention of the B&B HOTELS LUXEMBOURG Customer Service department through our contact form by clicking [here](#) within eight days of departure from the hotel.

We also draw your attention to the fact that certain hotels can be run by companies that are legally independent of B&B HOTELS LUXEMBOURG, to which they are bound through a partnership agreement, and are therefore solely responsible for any compensation to Clients.

B&B HOTELS LUXEMBOURG and the hotels are insured by insurance companies that are deemed to be professionally reputable. The Client is asked to inform us of any issues encountered during their stay so that we may minimize any possible harm done.

## **9. Liability**

The photographs and information on the website are not contractual.

B&B HOTELS LUXEMBOURG cannot be held responsible for the non-fulfillment or inadequate fulfillment of a reservation in the case of force majeure or due to a third party, the Client, a faulty internet connection or in the case where the bank of a bank card owner refuses to make a payment.

## **10. Settlement of disputes**

Without infringing in any way on the relevant procedural rules and in accordance with the law of 17 February 2016 introducing the alternative dispute resolution for consumer disputes into the Consumer Code, the Client can obtain mediation services free of charge via the National service of the Mediator of consumption.

After contacting B&B HOTELS LUXEMBOURG's customer service department to attempt to come to an amicable agreement and in the absence of a satisfactory response or in the absence of any response within sixty (60) days of a complaint, the Client may contact the National service of the Mediator of consumption, whose contact details are as follows:

- Ancien Hôtel de la Monnaie – 6 rue du Palais de Justice – L1841 Luxembourg
- Tel.: 46 13 11
- Fax.: 46 36 03
- Email: [info@mediateurconsommation.lu](mailto:info@mediateurconsommation.lu)
- Website : <https://www.mEDIATEURCONSOMMATION.LU/>

In the event of a dispute, the Client may also make use of the European Online Dispute Resolution Platform (RLL) provided by the European Commission. This platform can be accessed via the following link: <http://ec.europa.eu/consumers/odr/>.

## **11. Staying at the hotel**

Unless stated otherwise, reserved rooms can be used from 3:00 p.m. on the first day of the reservation until 12:00 p.m. on the last day of the reservation.

Animals are only accepted in B&B hotels that state in their specific regulations that animals are accepted, and only in strict accordance with the relevant rules. This service is subject to an additional charge. The owner of the animal will be held directly responsible for any damage or inconvenience caused by the animal to the hotel, third parties, employees or other clients of the hotel. The cost of any damages incurred during the stay will be billed to the Client.

Service dogs accompanying persons with disabilities (including those with visual or hearing impairments) are welcome in our hotels at no extra charge. These dogs are permitted in all public areas of our establishments, including dining areas. Muzzling is not required, and hygiene rules cannot be used to justify refusal of access. The owner of the service dog agrees to ensure that the

animal remains under control at all times, does not disrupt the proper functioning of the establishment, and does not cause a nuisance to other guests.

In accordance with the amended Law of 11 August 2006 on tobacco control, it is forbidden to smoke in hotel establishments (including rooms, stairwells, hallways, lobbies, communal spaces and any other areas open to the public.)

Upon arrival at the hotel, the Client must present a proof of ID so that an accommodation form can be completed, in accordance with the law of 24 June 2008, which regulates the registration of travelers in accommodation establishments. This law will be repealed on September 1, 2025, and replaced by the law of 28 February 2025 on accommodation forms. This new law provides that accommodation forms will be fully digitized and can be completed by the Client in advance by completing the process online via Guichet.lu or directly upon arrival at the hotel. The hotel also reserves the right to verify the Client's identity at any time.

The Client agrees and promises to use the room and hotel infrastructure in a reasonable manner that is in accordance with its designated purpose. The Client also agrees to abide by the hotel's rules and regulations inside the hotel. In the case of serious or repeated offenses or inappropriate behaviour, the hotel reserves the right to end the stay of any Client and/or persons under their responsibility without warning and/or demand they leave the establishment without any compensation or the reimbursement of any payments that have already been made.

B&B hotels provide free Wi-Fi access. Clients agree not to use the computer resources to reproduce, represent, provide or share with the public any property protected by copyright or similar rights without the authorisation of the rights holders or in violation of their rights.

## **12. Alternative accommodations and force majeure**

In the event that the reserved hotel is not available, either for reasons attributable to the hotel or in case of force majeure, the hotel reserves the right to displace all or some of the hotel guests into an equivalent hotel for similar services. Any extra costs (due to the difference in rates between the rooms) will be covered by the hotel where the Client held the initial reservation.

B&B HOTELS LUXEMBOURG cannot be held liable for partial or total non-fulfillment of its obligations as a result of a force majeure event. A force majeure event is considered to be any of the events generally recognised as such by Luxembourg law (such as floods, fires, storms, terrorist attacks, strikes, etc.)

## **13. Privacy and personal data**

The Client's personal data is processed by B&B HOTELS LUXEMBOURG in its capacity as data controller, in accordance with the provisions of the Luxembourg Act of 1 August 2018 on the organization of the National Data Protection Commission and the general data protection regime, and the General Data Protection Regulation n°2016/679 of April 27, 2016 (the "GDPR").

For further information on the processing of your personal data, please consult our Privacy Policy and our Cookies Policy.

## **14. Applicable law and jurisdiction**

These general terms of sale are subject to Luxembourg law for hotels located in Luxembourg.

Any dispute concerning these general terms and conditions of sale or relating to a reservation or the execution of a contract concluded between B&B HOTELS LUXEMBOURG and a Client, in the event that it cannot be resolved amicably, will be settled exclusively by the courts of Luxembourg.

#### **15. Changes to the General Terms of Sale**

These general terms of sale are valid from the date of their last update and for the entire duration during which B&B HOTELS LUXEMBOURG services are available online. They may be modified at any time. Any changes to the general terms of sale are only applied to contracts signed after the modification has been made. For this reason, we invite you to consult them regularly.

Any exceptional changes to these general terms of sale must be addressed in a written agreement between the relevant parties.

#### **16. General points**

The invalidity or inapplicability of one clause in these general terms of sale does not affect the validity or applicability of the other clauses. If necessary, the parties will work together to replace the clause that has been declared invalid or inapplicable by a valid clause that is as close as possible to the relevant clause.

The fact that B&B HOTELS LUXEMBOURG may not choose to impose these general terms of sale at any given moment in time cannot be interpreted as a renunciation of the right to do so at a later date.

These terms and conditions were updated on July 25, 2025