

Terms and conditions - Subscription B&me Club loyalty programme In Belgium

Last updated : 13/08/2024

1. Preamble

1. The purpose of these general terms and conditions (hereinafter the "General Terms and Conditions") is to govern the rights and obligations of subscribers to the B&me Club offer (hereinafter the "Members"), and of the following companies:

B&B HOTELS, a société par actions simplifiée (simplified joint stock company) under French law, with its registered office at 271 rue du Général Paulet, 29200, Brest (France), registered in the Brest Trade and Companies Register under no. 378 047 500.

B&B DREAMLAND HOTEL, a société par actions simplifiée (simplified joint stock company) under French law, with its registered office at 271 rue du Général Paulet, 29200, Brest (France), registered in the Brest Trade and Companies Register under no. 808 416 960.

TANDEM SAS, a société par actions simplifiée (simplified joint stock company) under French law, with its registered office at 9 boulevard Romain Rolland 75014 Paris (France), registered in the Paris Trade and Companies Register under no. 908 119 746.

B&B TAKEOVER, a société par actions simplifiée (simplified joint stock company) under French law, with its registered office at 271 rue du Général Paulet, 29200, Brest (France), registered in the Brest Trade and Companies Register under no. 904 728 649.

CBBHP - HOTELS IN PORTUGAL, S.A., a limited company incorporated under Portuguese law, with its registered office at Rua Vasco da Gama 5, parish of Moscavide and Portela, municipality of Loures 2685-244 Loures (Portugal), registered in the Lisbon Trade Register under no. 514 820 705. W.E. I ALICANTE, SOCIEDAD LIMITADA, a limited liability company incorporated under Spanish law,

having its registered office at Calle Luis Pasteur S/N, San Sebastián de los Reyes (28703), Madrid (B&B Hotel Madrid Aeropuerto T4) (Spain), registered in the Mercantile Registry of Madrid under number B84679935 (Hoja M-404571, Tomo 36216, Folio 209).

WE I VALENCIA SAN LUIS HOTEL, SOCIEDAD LIMITADA, a limited liability company incorporated under the laws of Spain, having its registered office at Calle Luis Pasteur S/N, San Sebastián de los Reyes (28703), Madrid (B&B Hotel Madrid Aeropuerto T4) (Spain), registered in the Mercantile Registry of Madrid under number B84680024 (Hoja M-404570, Tomo 37280, Folio 209).

B&B HOSPITALITY ESPAÑA, S.L., a limited liability company under Spanish law, with registered offices at Calle Luis Pasteur S/N, San Sebastián de los Reyes (28703), Madrid (B&B Hotel Madrid Aeropuerto T4) (Spain), registered in the Madrid Commercial Register under number B66209693 (Hoja M-684467, Tomo 38485, Folio 105).

B&B HOTELS GERMANY GMBH, a limited liability company under German law, with registered office at Altkönigstraße 10, 65239 Hochheim am Main (Germany), registered in the Commercial Register of the District Court of Wiesbaden under no. HRB 31371.

B&B HOTELS ITALIA S.P.A, a joint stock company under Italian law, with registered office at Via Domenichino, 19 - 20149 Milano (Italy), registered with the Milan Chamber of Commerce under no. 6291950969

B&B HOTELS SWITZERLAND GMBH, a limited liability company under Swiss law, with registered office at Cours des Bastions 5, 1205 Geneva (Switzerland) c/o Olivier Brunisholz, attorney-at-law, registered with the Geneva Commercial Register under no. CHE-422.607.448

B&B HOTELS BELGIUM, a limited liability company under Belgian law, with registered office at Place Marcel Broodthaers 8 (REGUS Brussels South Station - South Center Titanium), 1060 Saint-Gilles (Belgium), registered with the Crossroads Bank for Enterprises (ECB) under no. 0693.764.388, (Telephone: +32 2 892 39 00 - E-mail address: bel-info@hotelbb.com - IBAN: BE57001833594535)

B&B HOTELS HUNGARY KFT, a limited liability company under Hungarian law, with registered office at Fiastyúk utca 4-8 2. em., Budapest 1139 (Hungary), registered with the Companies Registry under no. 01-09-333861,

B&B HOTELS LJUBLJANA, TURIZEM IN HOTELIRSTVO, D.O.O., a limited liability company under Slovenian law, with registered office at Tabor 9, 1000 Ljubljana (Slovenia), registered in the Slovenian Commercial Register under no. 8292965000,

B&B HOTELS AUSTRIA GMBH, a limited liability company under Austrian law, with its registered office at pA CCFA, Am Heumarkt 10 1030 Vienna (Austria), registered in the Vienna Commercial Register under number FN 461990 y

hereinafter referred to as "B&B HOTELS" or the "company".

2. B&B HOTELS provides its members with a customer service accessible by e-mail by sending a request via the [Contact Form](#).

2. Purpose and scope

3. These general terms and conditions apply to the performance of a contract for the supply of services concluded remotely, as part of the subscription to the B&me Club programme (hereinafter the "subscription").
4. B&B HOTELS offers a subscription to the B&B HOTELS offers a subscription to the B&me Club programme to both its professional and consumer clients, within the meaning of consumer law, via the hotel-bb.com website (hereinafter the "site") and its mobile application (hereinafter the "application"), dedicated to booking hotel services :
a consumer customer means any natural person who acts for purposes which do not enter within the scope of his or her commercial, industrial, artisanal, independent professional or agricultural activity;
a professional customer means any natural or legal person, under public or private law, who acts for purposes entering within the scope of their commercial, industrial, artisanal, independent professional or agricultural activity, including when acting in the name and on behalf of another professional
5. By subscribing to the B&me Club subscription offer, members accept these terms and conditions without reservation in accordance with the acceptance procedure set out in article 4.2 of these terms and conditions. The company may amend the general terms and conditions at any time. Each new version of the general terms and conditions is applicable from the date it is put online on the site, to subscriptions or renewals made after this date.

3. Subscription eligibility conditions

6. To take out a subscription, members must:
 - be at least eighteen (18) years old and/or have legal capacity;
 - be a resident of Belgium ;
 - have a valid personal e-mail address (it is not permitted for two members to share the same e-mail address);
 - and have created an account B&me account on the site under the conditions set out in article 4.1 of these general terms and conditions;

Both consumer and professional customers within the meaning of consumer law can take out a subscription.

4. Subscription

7. The B&me programme member takes out a B&me Club subscription from the dedicated section of the B&me personal space on the www.hotel-bb.com website or on the B&B HOTELS mobile application, available in French, English, Portuguese, German, Spanish, Italian, Dutch, Polish, Czech, Slovak, Hungarian and Danish.

4.1 First step: Create an account to register

8. If they do not already have one, the B&B HOTELS client must create an account on the B&me personal space (hereafter the "account") allowing them to subscribe to the B&me loyalty programme and access the programme's B&me Club offer by providing the necessary information. This information must be complete, accurate, not misleading and updated by sending a request on the contact form. B&B HOTELS reserves the right to ask the member to confirm, by any appropriate means, his/her identity, eligibility and the information provided.

9. Members must use their account access details in a personal and confidential manner and keep them secret. Members undertake to protect their access details, including their password, to prevent any misuse by third parties.
10. Members are solely responsible for actions carried out on their account.
11. Under no circumstances may B&B HOTELS be held responsible for the usurpation of a member's identity. All access and actions carried out from the account of a member will be presumed to be carried out by this member, insofar as B&B HOTELS is not obliged to and does not have the technical means to ensure the identity of the persons accessing the account.
12. Any unauthorised connection to a member's account and the consequences thereof are the sole responsibility of the member, who must inform B&B HOTELS without delay via the contact form.

4.2 Acceptance of the general terms and conditions

13. After creating an account and joined the B&me loyalty programme, the B&B HOTELS client verifies his/her order and unrolls the entirety of these general conditions.
14. Once they have read them, they may accept these terms and conditions by ticking the box "I accept the full terms and conditions of the B&me Club subscription" in order to take out the subscription. The general terms and conditions in force at the time of subscription are attached to the subscription confirmation e-mail.

4.3 Order confirmation and payment

15. The B&B HOTELS client has the possibility of verifying the details of the order, its total price and correcting any errors before confirming its acceptance. It is therefore the responsibility of the B&B HOTELS client to verify the accuracy of the

order before paying the price of the subscription to the B&me Club offer.

16. B&B HOTELS acknowledges receipt of the subscription to the B&me Club offer by e-mail to which the general conditions in force at the time of subscription are attached.
17. This acknowledgement e-mail also includes the member's identification number. This number is strictly personal and associated with the member's name. The subscription cannot be sold or lent. It is expressly stated that only one subscription per person will be taken into account. This subscription is strictly personal. Only the member who has subscribed will be able to benefit from the advantages of the programme.

5. Description of the services covered by the subscription

18. The subscription allows the member to have access, on their B&me account, to the advantages of the B&me Club programme in addition to the B&me programme, the advantages of which are described below (hereinafter the "programme").

5.1 Conditions of access to B&me CLUB benefits

19. The benefits are valid in B&B HOTELS hotels in participating countries: France, Spain, Italy, Germany, Belgium, Switzerland, Hungary, Portugal, Austria. To benefit from these advantages, members must either log into their account or give their name and e-mail or identification number at the hotel reception desk.
20. The advantages are only valid for stays booked in a B&B HOTELS in a participating country via the site, by telephone, by e-mail or at the hotel reception desk (hereafter the "direct channel").

21. All holidays booked through a reseller, tour operator or third-party travel agency (such as Expedia.com, booking.com, etc.) will not benefit from the advantages of the programme.
22. Any room paid for directly at a hotel reservation terminal, without prior reservation, using the member's identification number, will not benefit from the advantages of the programme.

5.2 The benefits

5.2.1 Discounts

23. All subscriptions entitle the holder to:
 - 10% discount on room rates (excluding promotional rates, private sales offers and special offers) and breakfast, in force at the time of booking, all year round, seven days a week. This discount is applicable from the moment of arrival at the hotel booked and cannot be combined with special rates, special offers and/or promotions or seasonal discounts.
 - 5% discount on the reduced room rate rooms and 10% discount on breakfast, valid at the time of booking, all year round, seven days a week. This discount applies from the moment of arrival at the hotel booked.

Discounts under the B&me Club programme cannot be combined with promotional offers under the B&me loyalty programme (in particular the limited price for booking a room in new participating hotels).

5.2.2 Redeeming points

5.2.2.1 Cumulating points

24. A stay at a B&B HOTELS hotel contributes to the collection of B&me Club points, enabling the member to benefit from one or more purchase vouchers (hereafter the "vouchers"). Only nights spent by a member who has booked via the direct channel are considered valid (hereinafter the "nights").
25. The member earns one hundred (100) points for each valid overnight stay made (neither cancelled nor refunded) for a room, with the exception of rooms paid for with a voucher. The one hundred (100) points will be credited within seventy-two (72) hours of the end of the stay. If the member books two or more rooms for the same night, the points are only accumulated for the room occupied.
26. The points balance can be consulted by the member on their account. The member also has access on his/her account to a summary of the nights accumulated in a B&B HOTELS. This summary is considered accurate and complete, unless the member objects in writing within four (4) weeks of the last date of stay. The summary is updated within five (5) working days following the last day of the member's stay in a B&B HOTELS.
27. Account access details and accumulated points may under no circumstances be transferred, assigned or combined with the accounts of other members.
28. The points accumulated cannot under any circumstances be converted into a monetary value and do not entitle the holder to any reimbursement

5.2.2.2 Period of validity of points

29. The points credited to the member's account are valid until thirty (30) days after the subscription expiry date. If the member does not renew their subscription within thirty (30) days, any points not converted will be permanently lost.
30. However, members have the right to renew their membership up to thirty (30) days after the expiry date. In this case, the points will not be lost and will accumulate with future points until the next subscription expiry date.

5.2.2.3 Conversion of points

31. Once a member has accumulated the minimum number of points required, they can convert them into a voucher by logging into their account. Their voucher will then be available in their account.
- When the member has accumulated three hundred (300) points, he/she can benefit from a voucher for a free breakfast in any B&B HOTELS located in a country participating in B&me CLUB.
- When the Member has accumulated five hundred (500) points, he/she can benefit from a voucher for two free breakfasts in any B&B HOTELS located in a country participating in B&me CLUB.
- When the Member has accumulated one thousand (1000) points, he/she can receive a voucher with a maximum value of maximum value of €60 to be used in any B&B HOTELS located in a country participating in B&me CLUB. Only one voucher can be used per room reservation.
32. Voucher validation is subject to hotel room availability. Stays paid in full with a voucher do not earn points.
33. A voucher cannot be used for a D-day booking on the website. It can, however, be used when booking directly with the hotel.
34. Vouchers are valid for twelve (12) months from the date of issue. Members can use their vouchers in two ways:
on the site, by entering the voucher number when validating their basket, or
by presenting it at the hotel desk.
35. The voucher is considered used once the reservation made with the voucher is confirmed (online or after it has been entered into the electronic reservation system by hotel reception staff), and the check-in procedure is completed upon arrival at the hotel reception.
36. The voucher is cancellable and refundable only if the cancellation conditions for the booking in question so stipulate.
37. By subscribing, members agree to receive electronic communications relating to the operation and services offered by the programme (information messages, points balance, etc.).

5.3 Non-transferable benefits

38. With the exception of vouchers, programme benefits are personal and non-transferable.
39. Discounts can only be applied to bookings made by members for their own personal stay.

6. Effective date of subscription

40. The subscription contract is concluded and takes effect on the date of acceptance of these General Terms and Conditions and payment of the subscription price (hereinafter the "contract effective date"). From this date, the member benefits from the services covered by the subscription contract.

7. Contract duration

41. The subscription contract is concluded for a renewable period of one (1) year from the date on which the contract takes effect, except in the event of termination by one of the parties under the terms of article eleven (11) hereof.
42. The member may renew the subscription contract within thirty (30) days of the expiry date of the subscription contract.
43. If the subscription contract is renewed, the points accumulated under the programme will be retained. However, if the member does not renew the subscription contract within the specified period, the contract will not be tacitly renewed and the remaining points will be permanently lost.

8. Prices and payment terms

44. The price of the subscription is thirty-nine (39) euros inclusive of all taxes at the rate in force on the date of subscription (hereinafter the "subscription price").
45. Any change in the applicable rate may have an impact on the subscription price.
46. Renewal of the subscription contract triggers a new obligation for the member to pay the price in order to continue to benefit from the programme services for a further period of one (1) year.
47. When you take out a subscription, payment is made online by bank card (visa, mastercard, american express).
48. When the subscription is renewed, payment is made by direct debit on the contract renewal date, using the bank card registered by default.
49. If the payment of the subscription by direct debit fails due to a problem with the member's means of payment (the expiry of the credit card for example), the member has a period of 30 days to communicate a new valid means of payment to the B&B HOTELS customer service. Failing this, the subscription contract may be unilaterally terminated by B&B HOTELS.

9. Withdrawal

50. In accordance with article VI.47 of the Code of Economic Law, the consumer member has the right to withdraw from the contract within fourteen (14) working days of signing it, without having to give any reason or pay any penalty.
51. In application of article VI.49 of the Code of Economic Law, the consumer member can exercise his/her right of withdrawal by sending the attached withdrawal form to the B&B HOTELS customer service department using the address and contact details stated on the form, or by making a clear declaration setting out his or her decision to retract from the contract, using the address and

contact details stated on the retraction form appearing in an appendix hereto.

52. In the event of the exercise of the right of withdrawal by the member who has not benefited from the advantages of the subscription, B&B HOTELS will reimburse the entire amount of the subscription paid at the latest within fourteen (14) days from the receipt by B&B HOTELS of the request for the exercise of the right of withdrawal by the member. B&B HOTELS will carry out the reimbursement using the same means of payment as that used by the member for the subscription, unless expressly agreed to carry out the reimbursement using another means of payment and insofar as the reimbursement does not incur any costs for the member. If the consumer member has started to receive the membership benefits during the cooling-off period, and subsequently makes use of this right, B&B HOTELS shall refund an amount proportional to what has been provided. The provisions of this clause 9 shall not apply to non-consumer members.

10. Members' obligations

53. When taking out a subscription, each member undertakes not to undermine public order, to comply with the laws and regulations in force and to respect the rights of third parties and the provisions of these general terms and conditions.

54. In particular, each Member is obliged to :

- behave fairly towards B&B HOTELS ;
- be honest and sincere in the information provided to B&B HOTELS;
- use the features of the subscription in accordance with its purpose as described in these terms and conditions;
- not to divert the purpose of the programme to commit crimes, offences or contraventions punishable under the Criminal Code or any other law;
- respect the privacy of third parties and the confidentiality of exchanges ;
- respect the intellectual property rights of B&B HOTELS covering, inter alia, elements of the programme;
- not to modify the information put online by B&B HOTELS ;
- not to disseminate any data that has the effect of diminishing, disorganising, slowing down or interrupting the normal operation of the programme or the site.

55. Members shall refrain from any behaviour that is contrary to public decency or public order, as well as any act of vandalism, damage or nuisance in connection with the benefits of the programme obtained through membership.
56. Members use the functionalities of the programme accessible on the site and the application under their full and exclusive responsibility.

11. Cancellation of subscription

11.1 Cancellation of the subscription at the member's initiative

57. The member may terminate the subscription before the expiry date of the contract in the event that B&B HOTELS fails to fulfil its obligation to provide the services covered by the contract within a reasonable time, the member may terminate the contract under the conditions of articles L.216-6 and L.216-7 of the consumer code.
58. In the absence of a breach by B&B HOTELS of its obligation to provide the services covered by the contract, you may cancel your subscription at any time, but cancellation does not imply any reimbursement.
59. To cancel your subscription, go to your B&me account.

11.2 Cancellation of the subscription at the initiative of B&B HOTELS

60. The subscription may be terminated by B&B HOTELS in the event that the member fails to fulfil his/her obligations under the terms of these general conditions, which may result in particular from non-payment of the price,

fraudulent behaviour on the part of the member or non-compliance with the conditions of eligibility for the programme set out in article 3 (lack of legal capacity, etc.).

12. Liability

61. B&B HOTELS may not be held liable if it demonstrates that the non-execution or poor execution of these general conditions is attributable either to the member, or to the act of a third party to the contract, or to a case of force majeure, as defined by the applicable Belgian laws and case-law.

13. Protection of personal data

62. B&B Hôtels collects and processes the personal data of its members in compliance with the regulations applicable to the protection of personal data, in particular Regulation EU 2016/679 of the European Parliament and of the Council of 27 April 2016 and the law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

63. In accordance with the applicable regulations, members have various rights concerning his or her personal data, including a right to access and rectify their personal data. They may also request that the processing of their data be restricted or, where appropriate, object to their data being processed/withdraw their consent.

64. More information on the processing of personal data by B&B HOTELS, and on the rights of members and the manner in which they may exercise these rights, may be consulted in our [Privacy Policy](#).

14. Intellectual property

65. The present terms and conditions do not imply any transfer of property rights of any kind, particularly intellectual property rights, on items belonging to B&B Hôtels to the benefit of the member, who shall in any event refrain from taking any action or performing any act likely to infringe, directly or indirectly, the intellectual property rights of B&B HOTELS.

66. In this respect, it is specified that the content of the site, the general structure as well as the trademarks, drawings, models, images, whether animated or not, texts, photographs, logos, graphic charters, software and programmes, search engines, databases, sounds, videos, domain names, design and all other elements making up the articles and the site or any other information appearing thereon, without this list being exhaustive, are the exclusive property of B&B HOTELS or its partners or third parties who have granted it a licence, and are protected by intellectual property rights which are or will be recognised according to the laws in force.

67. Any reproduction and/or representation, in whole or in part, of any of these elements, without the express authorisation of B&B HOTELS, and outside statutory exceptions thereto, is prohibited and would constitute, in particular but not exclusively, an infringement punishable by the provisions of the Code of Economic Law

15. General provisions

68. If one of the clauses of these general terms and conditions is considered unlawful or unenforceable by a court decision, the other provisions will remain in force.

69. The information provided by the hotels-bb.com site is authentic between the parties. Elements such as the date and time of reception or transmission, as well as the quality of the data received, will be deemed authentic by priority as they appear on the information systems of B&B HOTELS, unless the member provides written proof. The scope of proof of information delivered by the information

systems of B&B Hotels is that accorded to an original in the sense of a written paper document, signed by hand.

16. Litigation

16.1 With regard to consumer members

70. These general terms and conditions shall be executed and interpreted in accordance with Belgian law. In the event of a dispute, the member should first contact the B&B HOTELS customer service department to obtain an amicable solution.
71. Members are reminded that for any information or complaint, B&B HOTELS customer service is available to members by e-mail by sending a request via the [Contact Form](#).
72. In accordance with article XVI.4 of the Code of Economic Law, the member may benefit from mediation, without charge, via the "Service de Médiation pour le Consommateur" (Consumer Mediation Service) having the following contact details:
Postal address: North Gate II
Boulevard du Roi Albert II 8 Bte 1
1000 Brussels
E-mail: contact@mediationconsommateur.be
Tel: 02 702 52 20
Fax: 02 808 71 29
73. In accordance with article XVI.16 of the Code of Economic Law, the Consumer Mediation Service may refuse to process a complaint under certain conditions (e.g. where the complaint is anonymous). Use of the mediation service is only possible if the complaint has not already been the subject of a lawsuit. More information on the Consumer Mediation Service is available at the following address: <https://mediationconsommateur.be>.

74. In the absence of agreement between the parties, the dispute may be brought before the competent court of law.

16.2 With regard to professional members

75. The parties shall endeavour to settle amicably any dispute that may arise between them concerning the interpretation, performance or termination of these general terms and conditions.

76. IN THE ABSENCE OF AN AMICABLE AGREEMENT BETWEEN THE PARTIES WITHIN ONE (1) MONTH OF NOTIFICATION OF THE DISPUTE, THE DISPUTE MAY BE SUBMITTED TO THE COMPETENT COURTS OF BRUSSELS, WHICH ARE EXPRESSLY GIVEN JURISDICTION TO SETTLE THE DISPUTE.

WITHDRAWAL FORM

(Please complete and return this form by post or via the contact form only if you wish to withdraw from the subscription contract in accordance with article VI.49 of the Code of Economic Law).

For the attention of :

B&B HOTELS- Customer service- 271, rue du Général Paulet, 29200 Brest

I hereby notify you that I am exercising my right to withdraw from the B&me Club
subscription contract, in accordance with article VI.49 of the Code of Economic Law:

Member's full name :

Member's address :

Subscription date :

Done at :

The :

Signature of member (only if this form is submitted on paper) :