

B&B HOTELS Club : Terms and conditions

- Germany [EN]

Last updated on 20/02/2024

General Terms and Conditions – B&B HOTELS Club loyalty programme

1. Preamble
2. The purpose of these general terms and conditions (hereafter the "T&Cs") is to govern the rights and obligations of subscribers to the B&B HOTELS Club loyalty programme, (hereafter the "Members"), and of the following companies of the B&B HOTELS Group:

B&B HOTELS, a French simplified joint stock company, having its registered office at 271, rue du Général Paulet, 29200, Brest, France, RCS Brest registration number 378 047 500

B&B DREAMLAND HOTEL, a French simplified joint stock company having its registered office at rue du Général Paulet, 29200, Brest, France, RCS Brest registration number 808 416 960

TANDEM SAS, a French simplified joint stock company having its registered office at 9, boulevard Romain Rolland, 75014 Paris, France, RCS Paris registration number 908 119 746

B&B TAKEOVER, a French simplified joint stock company having its registered office at 271, rue du Général Paulet, 29200, Brest, France, RCS Brest registration number 904 728 649

CBBHP – HOTELS IN PORTUGAL, S.A., a Portuguese company having its registered office at Rua Vasco da Gama 5, in the parish of Moscavide and Portela, municipality of Loures, 2685-244 Loures, Portugal, Lisbon trade registry number 514 820 705

W.E. I ALICANTE, SOCIEDAD LIMITADA, a Spanish company having its registered office at Calle Luis Pasteur S/N, San Sebastián de los Reyes, 28703, Madrid (B&B Hotel Madrid Aeropuerto T4), Spain, Madrid trade registry number B84679935 (Hoja M-404571, Tomo 36216, Folio 209)

WE I VALENCIA SAN LUIS HOTEL, SOCIEDAD LIMITADA, a Spanish company having its registered office at Calle Luis Pasteur S/N, San Sebastián de los Reyes, 28703, Madrid (B&B Hotel Madrid Aeropuerto T4), Spain, Madrid trade registry number B84680024 (Hoja M-404570, Tomo 37280, Folio 209)

B&B HOSPITALITY ESPAÑA S.L., a Spanish company having its registered office at Calle Luis Pasteur S/N, San Sebastián de los Reyes, 28703, Madrid (B&B Hotel Madrid Aeropuerto T4), Spain, Madrid trade registry number B66209693 (Hoja M-684467, Tomo 38485, Folio 105)

B&B HOTELS GERMANY GMBH, a German limited liability company having its registered office at Altkönigstraße 10, 65239 Hochheimam Main, Germany, registered in the commercial register for the district of Wiesbaden under number HRB 31371

B&B HOTELS ITALIA S.P.A, an Italian joint-stock company having its registered office at Via Domenichino, 19 - 20149 Milan, Italy, Milan chamber of commerce registration number 6291950969

B&B HOTELS SWITZERLAND GMBH, a Swiss limited liability company having its registered office at Cours des Bastions 5, 1205 Geneva, Switzerland, c/o Olivier Brunisholz, lawyer, Geneva trade registry number CHE-422.607.448

B&B HOTELS BELGIUM, a Belgian limited liability company having its registered office at Place Marcel Broodthaers 8 (REGUS Brussels South Station – South Center Titanium), 1060 Saint-Gilles, Belgium, Banque-Carrefour des Entreprises (BCE) registration number 0693.764.388

B&B HOTELS HUNGARY KFT., a Hungarian limited liability company having its registered office at Fiastyúk utca 4-8 2. em., Budapest 1139, Hungary, company register number 01-09-333861

B&B HOTELS LJUBLJANA, TURIZEM IN HOTELIRSTVO, D.O.O., a Slovenian limited liability company having its registered office at Tabor 9, 1000 Ljubljana, Slovenia, trade registry of Slovenia number 8292965000

B&B HOTELS AUSTRIA GMBH, an Austrian limited liability company having its registered office at pA CCFA, Am Heumarkt 10, 1030 Vienna, Austria, Vienna trade registry number FN 461990 y

Hereafter referred to as "B&B HOTELS".

2. B&B HOTELS provides its Members with customer services by sending a request using the [Contact Form](#)
3. Scope and purpose
4. These T&Cs apply to the performance of a service contract entered into remotely, within the framework of the B&B HOTELS Club loyalty programme (hereafter the "Subscription").
4. B&B HOTELS offers a B&B HOTELS Club loyalty programme to its customers, both professionals and consumers (within the meaning of consumer law), via the website hotel-bb.com (hereafter the "Website") and via its mobile application (hereafter the "App"), designed for booking hotel services.
5. By taking out a Subscription with the B&B HOTELS Club, all Members unreservedly accept these T&Cs. B&B HOTELS may modify the T&Cs at any time. Members will be notified of any such substantial modification (e.g. any change of benefits) via e-mail, at least thirty (30) days prior to the modification coming into force. Each new version of the T&Cs shall apply as soon as it is placed online on the Website.
6. Subscription eligibility conditions
7. In order to take out a Subscription, the prospective Member must:
 - Be at least eighteen (18) years of age and /or hold legal capacity;
 - Be resident in Germany;
 - Have a valid personal e-mail address (Members may not share an e-mail address);
 - Create an account on the Website as specified in Article 4.1 of the T&Cs.
7. Both professionals and consumers (within the meaning of consumer law) may take out a Subscription:

"Consumer" means any natural person acting for purposes not falling within the scope of a commercial, industrial, trade, liberal professional, or agricultural activity that they may perform;

"Professional" means any natural person or legal entity, whether public or private, acting for purposes falling within the scope of a commercial, industrial, trade, liberal professional, or agricultural activity that they may perform, including where acting on behalf of another professional.

4. Taking out a Subscription

5. Prospective Members are able to take out a Subscription by registering to the B&B HOTELS Club loyalty programme on the Website www.hotel-bb.com, or via the B&B HOTELS mobile App, available in French, English, Portuguese, German, Spanish, Italian, Dutch, Polish, Czech, Slovakian, Hungarian and Danish.

6. **Prior step: Creation of an account to register**

7. If not already having a web account, the prospective Member must create a web account in order to be able to access the programme (hereafter the "Account") by providing certain information required by the programme. Such information must be complete, accurate and not be misleading in any manner, and be kept up to date by issuing a request via the Contact Form. B&B HOTELS reserves the right to demand the Member to confirm their identity, eligibility, and information as provided, via all appropriate means.

10. The Member is required to use their access codes to the Account in a personal and confidential manner, and to maintain the secrecy of such codes. The Member undertakes to protect their access codes, including their password, in order to prevent any third-party abuse.

11. The Member bears sole responsibility for activity on their Account.

12. Under no circumstances may B&B HOTELS be held liable for any identity theft committed against the Member. All access to and activity on the Account shall be deemed to have been performed by the Member, to the extent that B&B HOTELS is under no obligation nor has it the technical means of verifying the identity of persons accessing the Account.

13. Any unauthorised connection to the Account and the consequences thereof shall remain the sole responsibility of the Member, where the latter shall be obliged to notify B&B HOTELS of any such violation without undue delay, by means of the Contact Form.

14. **Acceptance of the T&Cs**

15. After having created an Account, the prospective Member is required to familiarise themselves with the T&Cs and to accept them by clicking on "Next".

16. **Confirmation of the order and payment of the price**

17. The prospective Member is able to check the details of their application, its total price and to correct any error before confirming the application. It is therefore the responsibility of the prospective Member to check that their application is correct before paying the Subscription price.

16. B&B HOTELS will confirm receipt of the application via e-mail.

17. The confirmation e-mail will also contain the Member's identification number. This number is strictly personal and directly linked with the Member's name. The Subscription may not be sold or loaned. It is specified that only one Subscription per person will be accepted. The Subscription is strictly personal. Only the Member that took out the Subscription may enjoy the benefits of the programme.

18. Description of services offered under the Subscription

19. Taking out a Subscription enables the Member to access their Account and the B&B HOTELS Club loyalty programme, the benefits of which are set out below (hereafter the "Programme").

20. **Benefit access conditions**

21. The benefits are valid at B&B HOTELS establishments in the participating countries: France, Spain, Italy, Germany, Belgium, Switzerland, Hungary, Portugal, Austria, and Slovenia. In order to access the benefits, the Member must connect to their Account or provide their name and e-mail address or identification number at hotel reception.

20. The benefits are solely valid for stays reserved at a B&B HOTELS establishment in a participating country via the Website, App, phone or at reception of the hotel (hereafter the "Direct Channel").

21. All stays booked via a reseller, tour operator or third-party travel agent (such as Expedia.com or Booking.com.) will not enjoy the benefits of the Programme.

22. Any room paid for directly via the reservation terminal of a hotel, without prior booking, and using the Member's identification number, will not enjoy the benefits of the Programme.

23. Benefits

1. Reductions

24. All Subscriptions confer entitlement to:

A 10% reduction on room rates (excluding promotional rates) and breakfast, at the prices applicable at the time of making the reservation, valid every day of the year. This reduction applies to one room on arrival at the hotel or reservation and may not be combined with special rates, special offers or seasonal promotions or reductions.

A 5% reduction on reduced room rates and 10% on breakfast, at the prices applicable at the time of making the reservation, valid every day of the year. This reduction applies to one room on arrival at the hotel of reservation and may not be combined with special rates, special offers or seasonal promotions or reductions.

It is specified that the benefits of the B&B HOTELS Club Programme may not be combined with the benefits of the B&me loyalty programme.

2. Exchange of accumulated points

1. Accumulation of points

3. Each stay at a B&B HOTELS establishment earns B&B HOTELS Club points, enabling the Member to take advantage of one or more purchase vouchers (hereafter the "Vouchers"). Only stays spent by a Member who has reserved via the Direct Channel will be able to earn points (hereafter the "Valid Stays").
25. The Member will earn one hundred (100) points for each Valid Stay for one room, excluding rooms paid using a Voucher. The one hundred (100) points will be credited within seventy-two (72) hours of the end of the stay. If the Member reserves two rooms or more for the same night, points will only be earned for the room occupied by the Member.
26. The points balance may be viewed by the Member within their Account. The Member is also able to view a summary via their account of stays accumulated at a B&B HOTELS establishment. This summary will be treated as accurate and complete, unless a complaint is issued in writing by the Member within four (4) weeks of the date of their most recent stay. The summary will be updated within five (5) business days of the Member's most recent stay at a B&B HOTELS establishment.
27. Under no circumstances may the Account access codes, or accumulated points be transferred, sold or combined with the Accounts of other Members.
28. Under no circumstances will the accumulated points be converted into monetary value nor confer entitlement to any reimbursement.
29. **Duration of validity**
30. The points credited to the Member's Account will be valid for thirty (30) days after expiry of the Subscription. Should the Member not renew their Subscription within said period of thirty (30) days, any points remaining unconverted will be definitively lost.

30. However, Members are entitled to renew their Subscription within thirty (30) days of its expiry. In any such case, the points will not be lost and will be added to future points until the next expiry date of the Subscription.

31. Conversion of points

32. Once the Member has accumulated the minimum number of points required, they may be converted into a Voucher via their Account. The Voucher will then be available via the Account.

Once the Member has accumulated three hundred (300) points, a Voucher may be issued for free breakfast in any B&B HOTELS establishment located in a participating country.

Once the Member has accumulated five hundred (500) points, a Voucher may be issued for 2 free breakfasts consumable in one day in any B&B HOTELS establishment located in a participating country.

Once the Member has accumulated one thousand (1000) points, a Voucher may be issued for the maximum value of €60 redeemable in any B&B HOTELS establishment located in a participating country.

32. The redemption of Vouchers is subject to availability of hotel rooms. Stays paid in full via Voucher will not earn any points.

33. Vouchers are valid for twelve (12) months from the date of issue. The Member may use their Vouchers in two ways:

Via the Website or App, by entering the Voucher number when confirming their basket; or

By presenting the Voucher at the hotel reception.

34. Vouchers will be treated as having been redeemed once a booking made with the Voucher has been confirmed (online or after it has been entered into the electronic booking system by personnel at hotel reception) and the check-in procedure has been completed on arrival at hotel reception.

35. Vouchers may only be cancelled and reimbursed if provided for in the relevant booking cancellation conditions.

3. Non-transferable benefits

4. With the exception of Vouchers, the benefits of the Programme are personal and non-transferable.

37. Reductions may only be applied to reservations made by the Member for their own stay.

38. Effective date of the Subscription

39. The Subscription agreement is entered into and comes into force on the day the T&Cs are accepted, and the Subscription price is paid (hereafter the "Effective Date"). With effect from this date, the Member will be able to enjoy the services provided under the Subscription agreement.

40. Term of the agreement

41. The Subscription agreement is entered into for a renewable term of one (1) year from the Effective Date, unless terminated by either party as provided for in Article 11 hereof.

40. The Member may renew the Subscription agreement within thirty (30) days of its expiry.

41. In the event of the Subscription agreement being renewed, the points accumulated under the Programme will be retained. Should the Member fail to renew the Subscription agreement within the specified period, however, tacit renewal will not apply, and any remaining points will be definitively lost.

42. Price and payment terms

43. The price of the Subscription is thirty-nine (39) euros, including VAT at the rate applicable on the Subscription date (hereafter the "Subscription Price").

43. Any modification of the applicable rate may affect the amount of the Subscription Price.

44. Renewal of the Subscription triggers a new obligation on the Member for payment of the Subscription Price in order to continue to enjoy the benefits of the Programme.

45. On applying for Subscription, payment is to be made online via:
Bank card (Visa, Mastercard, American Express); or
Payment account (PayPal).

9. Withdrawal

10. If the Member is a Consumer, the Member enjoys a right of withdrawal of fourteen (14) days from entering into the Subscription without having to provide just cause or pay any penalty. The right of withdrawal is governed by the instructions set forth in detail as follows:

Withdrawal Instructions

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving a reason. The withdrawal period is 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us

B&B HOTELS Germany GmbH

Altkönigstraße 10, 65239 Hochheim am Main, Germany

Phone: +49 6146 9090 0

E-mail: kontakt@hotelbb-com

of your decision to withdraw from this contract by means of a clear statement (e.g. letter sent by post or e-mail). You may use the attached model withdrawal form for this purpose, which is, however, not mandatory.

To comply with the withdrawal period, it is sufficient for you to send the notification of the withdrawal before the withdrawal period has expired.

Consequences of withdrawal

If you withdraw from this contract, we shall reimburse you for all payments received from you, including any delivery costs (with the exception of additional costs resulting from other than the cheapest standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your withdrawal from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly

agreed otherwise; in any event, you will not incur any fees as result of such reimbursement.

If you have requested that the services should begin during the withdrawal period, you must pay us a reasonable amount corresponding to the proportion of the services already provided by the time you informed us of the withdrawal of this contract compared to the total scope of the services provided for in the contract.

10. Obligations of the Member

11. When applying for Subscription, the Member undertakes not to commit any public order offence, to comply with all applicable laws and regulations and to respect the rights of third parties and the provisions of these T&Cs.

48. The Member is notably obliged to:

- Act in a loyal manner towards B&B HOTELS;
- Be truthful and honest with regard to the information provided to B&B HOTELS;
- Use the functionalities of the Subscription in accordance with its purpose as set out in the T&Cs;
- Refrain from misusing the Programme in order to commit any crime, offence or contravention punishable under the Criminal Code or any other law;
- Respect the privacy of third parties and the confidentiality of all exchanges;
- Respect the intellectual property rights of B&B HOTELS with regard to the components of the Programme;
- Refrain from modifying any information placed online by B&B HOTELS;
- Refrain from circulating any data that may result in reducing, disrupting, slowing down or interrupting the normal functioning of the Programme or Website.

49. The Member shall not act in any manner contrary to common decency or public order, including any act of vandalism, degradation, or hindrance with regard to the benefits of the Programme obtained as a result of the Subscription.

50. The Member shall use the functionalities of the Programme accessible via the Website and App under their entire and sole responsibility.

51. Subscription termination

1. Subscription terminated by the Member

52. The Member may terminate the Subscription prior to its expiry date should B&B HOTELS fail to meet its service performance obligation under the agreement. The agreement shall be terminated in accordance with § 314 of the German Civil Code (Bürgerliches Gesetzbuch).

52. The Member may demand termination by sending their request via the Contact Form.

53. B&B HOTELS shall terminate the Programme without undue delay and issue a confirmation e-mail.

54. Termination shall entail the loss of all unused benefits associated with the Programme, with effect from the date of receipt of the termination request.

2. Subscription cancellation by B&B HOTELS

3. The Subscription may be terminated by B&B HOTELS should the Member fail to meet any of their obligations hereunder, notably non-payment of the Subscription Price, fraudulent conduct by the Member or failure to satisfy the Programme eligibility conditions set out in Article 3 (e.g. lack of legal capacity).

4. Liability

5. The liability of B&B HOTELS may not be invoked where it is able to demonstrate that non-performance or inadequate performance of the T&Cs can be attributed to the Member, to the action of any third party to the agreement or on occurrence of an event of force majeure, as the latter term is defined in German legislation and case law.
6. Personal data protection
7. B&B HOTELS collects and processes the personal data of its Members in accordance with applicable data protection regulations, notably Regulation (EU) No. 2016/679 of the European Parliament and of the Council of 27 April 2016 and the German Federal Data Protection Act (Bundesdatenschutzgesetz), as amended.

58. Information on data processing can be found in our [Privacy Policy](#).

59. Intellectual property

60. The T&Cs do not entail any form of assignment of property rights to the Member, notably intellectual property rights, over the elements belonging to B&B HOTELS. The Member shall in all circumstances refrain from taking any action that may directly or indirectly infringe upon the intellectual property rights of B&B HOTELS.

60. In this regard, it is specified that the contents of the Website, its general structure and all trademarks, designs, animated or non-animated images, text, photos, logos, elements of visual identity, software, programmes, search engines, databases, sounds, videos, domain names, designs and all other components constituting the articles and Website, and all other information they contain, yet without the foregoing list being exhaustive, are the exclusive property of B&B HOTELS or of partners or third parties which have granted a licence to B&B HOTELS, and are protected by intellectual property rights recognised as belonging to any such party under applicable laws.

61. Any full or partial reproduction or representation of any such element without express authorisation from B&B HOTELS is prohibited and will notably, but not exclusively, constitute infringement punishable under the relevant Germany laws

such as Copyright Act (Urheberrechtsgesetz) and Trademark Act (Markengesetz).

62. General provisions

63. Should any clause of the T&Cs be judged to be illegal or unenforceable by way of court ruling, the remaining provisions shall retain their full effect.

63. The information provided on the Website shall constitute proof between the parties. Elements such as the date and time of receipt or issue and the quality of data received shall prevail, as contained in the IT systems of B&B HOTELS, unless the Member is able to provide written evidence to the contrary. The scope of proof of information provided by the IT systems of B&B HOTELS is the same scope assigned to an original written paper document, signed by hand.

64. Dispute resolution

1. With regard to Consumer Members

65. The T&Cs shall be executed and interpreted in accordance with German law. In the event of any dispute, the Member shall in the first instance contact the Customer Services Department of B&B HOTELS in order to seek an amicable settlement.

For the purposes of obtaining any information or submitting a complaint, the Customer Services Department of B&B HOTELS may be contacted by the Member: Via e-mail by submitting a request using the [Contact Form](#).

65. B&B HOTELS is neither willing nor obliged to participate in any dispute resolution proceedings before a consumer conciliation board.

2. With regard to Professional Members

3. The parties shall make every effort to reach an amicable settlement to any dispute that may arise between them with regard to the interpretation, execution or termination hereof.

67. SHOULD THE PARTIES BE UNABLE TO REACH AN AMICABLE SETTLEMENT WITHIN ONE (1) MONTH OF THE DISPUTE HAVING BEEN NOTIFIED, THE DISPUTE MAY BE BROUGHT BEFORE THE COMPETENT COURTS WITHIN THE JURISDICTION OF THE COURTS OF FRANKFURT AM MAIN, TO WHICH JURISDICTION IS EXPRESSLY ASSIGNED FOR DISPUTE RESOLUTION PURPOSES.

WITHDRAWAL FORM

(Please complete and send this form only if you wish to withdraw from the Subscription agreement)

To:

B&B HOTELS Germany GmbH, Altkönigstraße 10, 65239 Hochheim am Main,
Germany

I hereby notify you of my wish to exercise my right of withdrawal from the Subscription agreement for the B&B HOTELS Club loyalty Programme:

Member's surname and first name:

Member's address:

Date of Subscription application:

Signed in:

On:

Member's signature (only if this form is forwarded in paper format):