

Terms and conditions - Payment plan B&me Club Loyalty programme

PDF

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1. Preamble

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 Loyalty Programme offer (hereinafter the "**Members**") and the following B&B HOTELS Group companies (hereinafter, referred to as "**B&B HOTELS**"):

- B&B HOTELS FRANCE, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet, 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 378 047 500.

- B&B DREAMLAND HOTEL, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet, 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 808 416 960.

- TANDEM SAS, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 9 boulevard Romain Rolland 75014 Paris (France), registered with the Registre du Commerce et des Sociétés of Paris under number 908 119 746.

- B&B TAKEOVER, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet, 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 904 728 649.

- B&B HOME FRANCE, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet, 29200 BREST (France), registered with the Registre du Commerce et des Sociétés of Brest under number 920 291 150.

- BBHO THIONVILLE YUTZ CAROLINGIENS, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 819 254 467.

- BBHO REIMS CENTRE GARE, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 819 283 821.

- BBHO THIONVILLE YUTZ VIEUX BOURG, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 819 284 043.

- BBHO BOULOGNE SUR MER CENTRE LES PORTS, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 819 282 120.

- BBHO LILLE VILLENEUVE D'ASCQ, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 819 249 210.
- BBHO BLOIS VALLÉE MAILLARD, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 819 248 618.
- BBHO LILLE ROUBAIX, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 819 283 086.
- BBHO LIMOGES NORD, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 819 283 201.
- BBHO ORLÉANS NORD SARAN, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 819 283 763.
- BBHO LE MANS CENTRE, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 819 282 781.
- BBHO ORLÉANS CENTRE FOCH, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 819 281 114.
- BBHO ANNEMASSE, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 819 279 779.
- BBHO BORDEAUX AÉROPORT IB, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 819 280 652.
- BBHO TOULOUSE UNIVERSITÉ, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 819 255 704.
- BBHO LOURDES, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 819 283 136.
- BBHO NÎMES CAISSARGUES, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 819 254 236.
- BBHO VIRY CHATILLON, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 819 254 806.
- BBHO VITRY SUR SEINE A86 BORDS DE SEINE, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 819 247 792.

- BBHO NIORT MARAIS POITEVIN, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 819 251 075.
- BBHO CERGY PIERRELAYE, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 819 282 278.
- BBHO MARSEILLE BONNEVEINE, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 819 254 269.
- BBHO GRENOBLE UNIVERSITÉ, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 819 282 682.
- B&B HOTELS BELGIUM, a limited liability company organised and existing under the laws of Belgium, with registered office located at Place Marcel Broodthaers 8 (REGUS Brussels South Station – South Center Titanium), 1060 Saint-Gilles (Belgium), registered with the Banque-Carrefour des entreprises (BCE) under number 0693.764.388.
- B&B HOME BELGIUM, a limited liability company organised and existing under the laws of Belgium, with registered office located at Place Marcel Broodthaers 8 (REGUS Brussels South Station – South Center Titanium), 1060 Saint-Gilles (Belgium), registered with the Banque-Carrefour des entreprises (BCE) under number 1011.289.534.
- B&B HOTELS SWITZERLAND GMBH, a limited liability company organised and existing under the laws of Switzerland, with registered office located at rue Bovy-Lysberg 2 – c/o CMS von Erlach Poncet SA, Succursale de Genève, 1204 Geneva (Switzerland), registered with the Commercial Register of Geneva under number CHE-422.607.448.
- B&B HOTELS GERMANY GMBH, a limited liability company organised and existing under the laws of Germany, with registered office located at Altkönigstraße 10, 65239 Hochheim am Main (Germany), registered with the Commercial Register of the Wiesbaden District Court under number HRB 31371.
- B&B HOTELS MANAGEMENT GmbH, a limited liability company organised and existing under the laws of German, with registered office located at Altkönigstraße 10, 65239 Hochheim am Main (Germany), registered in Wiesbaden District Court Commercial Register under the number HRB 33687.
- B&B HOTELS ITALIA S.P.A, a société limited by shares organised and existing under the laws of Italy, with registered office located at Via Giacomo Leopardi 1 – 20123 Milano (Italy), registered with the Chamber of Commerce of Milan under number 6291950969.
- B&B HOTELS AUSTRIA GMBH, a limited liability company organised and existing under the laws of Austria, with registered office located at pA CCFA, Am Heumarkt 10 1030 Vienna (Austria), registered with the Business Register of Vienna under number FN 461990.
- B&B HOSPITALITY ESPAÑA, S.L., a limited liability company organised and existing under the laws of Spain, with registered office located at Calle Luis Pasteur S/N, San Sebastián de los Reyes (28703), Madrid (B&B Hotel Madrid Aeropuerto T4) (Spain), registered with the Business Registry of Madrid under number Hoja M-684467, Tomo 38485, Folio 105.
- CBBHP – HOTELS IN PORTUGAL, S.A., a public limited liability company organised and existing under the laws of Portugal, with registered office located at Rua Vasco da Gama 5, parish of Moscavide and Portela, municipality of Loures 2685-244 Loures (Portugal), registered with the Business Registry of Lisbon under number 514 820 705.

· B&B HOTELS LJUBLJANA, TURIZEM IN HOTELIRSTVO, D.O.O., a limited liability company organised and existing under the laws of Slovenia, with registered office located at Tabor 9, 1000 Ljubljana (Slovenia), registered with the Slovenian Trade Register under number 8292965000.

· B&B HOTELS LUXEMBOURG SARL, a private limited liability company organized and existing under the laws of Luxembourg, with registered office located at 3, rue Gerhard Mercator L-2182 Luxembourg, registered with the Luxembourg Business Register (LBR) under number B294919.

· B&B HOTELS HUNGARY KFT, a limited liability company organised and existing under the laws of Hungary, with registered office located at Fiałyúk utca 4-8 2. em., Budapest 1139 (Hungary), registered with the Companies Register under number 01-09-333861.

B&B HOTELS provides its Members with a customer service accessible by telephone and by e-mail by sending a request via the [Contact Form](#) (hereinafter, the "**Contact Form**").

2. Purpose and scope

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 Loyalty Programme (hereinafter the "**Subscription**").

B&B HOTELS offers the Subscription to both its Professional and Consumers Clients, as described in Clause 3 in accordance with the meaning of Spanish Consumers and Users law, via the hotel-bb.com website (hereinafter the "**Web**") and its mobile application (hereinafter the "**App**"), dedicated to booking hotel services.

By subscribing to the Subscription, Members accept these General Terms and Conditions without reservation. B&B HOTELS 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 Web and the App.

B&B HOTELS reserves the right to modify the General Terms and Conditions and Privacy Policy at any time. Any modification of the General Conditions or the Privacy Policy will be informed to Members via email. In any case, the updated General Terms and Conditions will appear at all times on the Web.

Members are expressly informed that these General Terms and Conditions do not apply to:

- The Terms of Use of the Web, which is governed by the General Terms and Conditions of Use of the Web, accessible here [Terms and Conditions of Use of the Web](#)
- The booking of a vacation, which is governed by the General Terms and Conditions of Sale available here [Terms and Conditions of Sale](#)
- The B&B HOTELS Club paid subscription, reserved for customers registered with the B&B HOTELS Club loyalty programme, which is governed by the general terms and conditions, available here: [Terms and Conditions](#)

3. Subscription eligibility conditions

To take out a subscription, Members shall:

- Be at least eighteen (18) years old and/or have legal capacity;
- Be a Spanish resident;

- 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:

- **“Professional Clients”**: means any natural person or legal entity, public or private, acting for purposes related to its professional activity, without prejudice to the field or sector to which it belongs, even when, by reason of the development of such activity, it acts in the name and on behalf of another professional.
- **“Consumer Clients”**: any natural person acting for purposes that are outside the scope of his professional activity, without prejudice to the field or sector to which he belongs.

Hereinafter, both any Professional Client and Consumer Client shall be referred to individually as the **“Client”** and collectively as the **“Clients”**.

For this purpose, Clients who accept the General Terms and Conditions and thus complete the Subscription will become Members of the Programme as Professional Members or Consumer Members (hereinafter collectively referred to as **“Members”** and individually as the **“Member”**).

4. Subscription

Members take out the Subscription from the dedicated section of the B&me personal space on Web or on App available in French, English, Portuguese, German, Spanish, Italian, Dutch, Polish, Czech, Slovak, Hungarian and Danish.

It is expressly stated that the B&me Club Loyalty Programme (hereinafter, the **“Programme”**) is developed respecting the environment, focusing all its means to share with its Members in digital format without delivering any physical card or paper receipts for any concept. However, for reasons of transparency and in accordance with the Spanish law, B&B HOTELS makes available on the Web permanently, accessible and free of charge the General Conditions, and invites Clients interested in becoming Members to carefully read, download and print the General Conditions. Once registered as Members, they are advised to keep a copy of these General Conditions.

The content of these General Terms and Conditions accepted by Members at the time of registration, will be made available to Members, making them reach the email provided by each of them.

4.1 First step: Create an account to register

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 execute the Subscription and access the Programme’s 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.

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.

The information that Member provides to B&B HOTELS when joining the Programme must be complete, current, sincere and in no way misleading. B&B HOTELS will make any verifications it deems appropriate under the Spanish law to ensure that Clients interested in becoming Members meet all the necessary requirements to do so in accordance with these General Terms and Conditions.

B&B HOTELS reserves the right to ask each Member to confirm their identity, eligibility and each of the questions that could be made on the information provided by the Member at the time of registration or subsequently.

Members are informed and agree that the data they enter when subscribing to the Programme constitutes proof of their identity. The information entered by Members is binding on them as soon as it has been validated by B&B HOTELS.

Consequently, the Member undertakes to update this information in their Account so that it always corresponds to the aforementioned criteria or to inform B&B HOTELS of any changes made via the Contact Form.

Membership to the Programme is personal and only the Member who has subscribed to the Programme can benefit from it. The use of the Programme by any person other than the Member is prohibited in accordance with the personal identification through the Member's identification number in accordance with clause 4.2.

Notwithstanding the foregoing, Clients may also subscribe to the Programme free of charge in person at any of the hotels belonging to B&B HOTELS.

Members are solely responsible for actions carried out on their Account.

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.

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

After creating an account and joined the Programme, the B&B HOTELS Client verifies his/her order and unrolls the entirety of these General Terms and Conditions.

Once they have read them, they may accept these General 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

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.

B&B HOTELS acknowledges receipt of the Subscription by e-mail to which the General Terms and Conditions in force at the time of Subscription are attached.

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

The Subscription allows the member to have access, on their Account to the advantages of the Programme in addition to the Programme, the advantages of which are described below.

5.1 Conditions of access to B&me CLUB Loyalty Programme benefits:

The benefits are valid in B&B HOTELS in participating countries: France, Spain, Italy, Germany, Belgium, Switzerland, Hungary, Portugal, Austria, Slovenia and Luxembourg.

Hereinafter, all the hotels listed above will be collectively referred to as the “**Hotels**”.

To benefit from these advantages, members must either log into their account or give their name and e-mail or identification number at the Hotels reception desk.

The advantages are only valid for stays booked in the Hotels via Web, by telephone, by e-mail or at the Hotels reception desk (hereafter the “**Direct Channel**”).

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.

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

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.
- B&me rate for newly opened Hotels: this tariff will be available within three (3) months following the opening of a new hotel included in the detailed list of Hotels where the Benefits will be offered, with prices limited to fifty euros (€50) per night (exclusive bookings for active Loyalty Programme Members of B&me and B&me Club and limited to one room per booking). Exceptionally, the special rate may be activated at hotels that do not meet the above condition based on business needs. The room type to which this rate is subject, in each of the Hotels that offer these Benefits, will be at the sole discretion of B&B HOTELS.

The discounts and accumulation of points for nights of stay of the B&me CLUB Loyalty Programme payment plan can be combined with the benefits of the free B&me loyalty programme (except B&me 50€/night rate and B&me private sales).

5.2.2 Redeeming accumulated points

5.2.2.1 Accumulated points

A stay at a B&B HOTELS hotel contributes to the collection of Programme 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")

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 at the end of the booking 'end of stay date'. If the member books two or more rooms for the same night, the points are only accumulated for the room occupied.

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 one of the Hotels.

Account access details and accumulated points may under no circumstances be transferred, assigned or combined with the accounts of other Members.

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

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.

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

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 the Programme.
- When the Member has accumulated five hundred (500) points, he/she can benefit from a voucher for two free breakfasts in any of the Hotels located in a country participating in the Programme.
- 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 of the Hotels located in a country participating in the Programme. Only one Voucher can be used per room reservation.

Voucher validation is subject to hotel room availability. Stays paid in full with a Voucher do not earn points.

A Voucher cannot be used for a D-day booking on the website. It can, however, be used when booking directly with the Hotels.

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 Hotels' desk.

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.

The Voucher is cancellable and refundable only if the cancellation conditions for the booking in question so stipulate.

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

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

Discounts can only be applied to bookings made by members for their own personal stay.

6. Effective date of subscription

The Subscription 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.

7. Contract duration

The Subscription 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.

The Member may renew the subscription contract within thirty (30) days of the expiry date of the Subscription.

If the Subscription 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 Subscription will not be tacitly renewed and the remaining points will be permanently lost.

8. Prices and payment terms

The price of the Subscription is thirty-nine (39) euros (annual payment) inclusive of all taxes at the rate in force on the date of subscription (hereinafter the "**Subscription Price**").

Any change in the applicable rate may have an impact on the Subscription Price.

Renewal of the Subscription triggers a new obligation for the Member to pay the Subscription Price in order to continue to benefit from the Programme services for a further period of one (1) year.

When you take out a Subscription, payment is made online or in the reception by:

- Bank card (visa, mastercard, american express).
- Payment account (Paypal).
- Apple pay.

When the Subscription is renewed, payment is made by direct debit on the contract renewal date, using the bank card registered by default.

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 may be unilaterally terminated by B&B HOTELS.

9. Withdrawal

In accordance with Article 71 of Royal Legislative Decree 1/2007, of November 16, 2007, which approves the revised text of the Spanish General Law for the Defence of Consumers and Users and other complementary laws (hereinafter "LGDCU"), each Member shall have the right to withdraw from the membership within fourteen (14) days following its contracting without having to justify any reason or pay any penalty.

In accordance with the above, the Member may exercise his right of withdrawal by sending the [Contact Form](#) indicating the reason for the contact and his desire to withdraw or through any other means of communication available by B&B HOTELS.

In the event that the right of withdrawal is exercised by the Member who has not received any Membership Advantage, B&B HOTELS will refund the entire Subscription's fee paid, at the latest within a period of fourteen (14) days after receipt by B&B HOTELS of the Member's withdrawal request. B&B HOTELS will proceed with the refund using the same means of payment used by the Member to register, unless the Member expressly consents to the refund by another means of payment and to the extent that the refund will not give rise to costs for the Member.

10. Members' obligations

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.

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 relating to the 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 and the site.

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 Subscription.

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

Member may terminate its Subscription before the expiration date of the Subscription in case of breach by B&B HOTELS of its obligation to provide the services covered by the membership, in accordance with the provisions of art.78 of the LGDCU and the current legislation applicable for these purposes in accordance with the fulfillment of contractual obligations, as provided in 1.124 of the Spanish Civil Code.

Member may request the termination of Subscription by sending the request through the [Contact form](#) stating in any case the reason for the termination. For these purposes and if applicable (by express acceptance of the Member), B&B HOTELS will have a period of seven (7) working days to remedy and / or compensate the Member for the alleged breach, in the event that the breach was not remedied and / or compensated within that period, B&B HOTELS will proceed to the termination of Subscription as indicated below.

Once the case has been analysed by B&B HOTELS, and if applicable, the latter will immediately proceed to the termination of the Programme and will send the Member a confirmation email. In these cases, the termination will cause the loss of all unused benefits related to the Programme, from the date of receipt of the termination request.

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

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.).

B&B HOTELS reserves the right, at any time, to carry out checks on the use of the Programme and compliance with the rules of these General Conditions. In case of termination of Subscription at the initiative of B&B HOTELS in the cases mentioned above, all points accumulated by the Member will be lost and the Member will not be entitled to enjoy the benefits from the time of such termination.

For commercial reasons, B&B HOTELS reserves the right to resolve and terminate the Subscription of Members unilaterally at any time. Such unilateral termination shall be communicated to Members by email or any other agreed communication channel through the Web or App, one (1) month prior to the intended termination date.

12. Liability

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 Spanish law and jurisprudence.

13. Protection of personal data

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 amended Data Protection Act.

In accordance with the applicable regulations, Members have the 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.

These rights may be exercised in accordance with the terms and conditions set out in our [Privacy Policy](#).

14. Intellectual property

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 HOTELS 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.

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 of partners or third parties who have granted it a licence, and are protected by intellectual property rights which are or will be recognised to them in accordance with the laws in force. 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.

Any reproduction and/or representation, in whole or in part, of any of these elements, without the express authorisation of B&B HOTELS, is prohibited and would constitute, in particular but not exclusively, an infringement punishable by the provisions of the Spanish Intellectual Property law or those applicable to the elements subject to intellectual protection.

15. General provisions

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.

The information provided by the Web is authentic between B&B HOTELS and the Members. 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

The General Terms and Conditions shall be executed and interpreted in accordance with Spanish law. In case of dispute, the Member should contact B&B HOTELS customer service as a matter of priority in order to reach an agreement.

It is recalled that, for any information or complaint, the B&B HOTELS customer service is at the Member's disposal by email, by sending a request via Contact Form.

In accordance with Articles 57 and 58 of the LGDCU, the alternative is offered to the Consumer Member for the purposes of these General Conditions, may use, free of charge, the Consumer Arbitration service in order to resolve any disputes that may arise in connection with these General Terms and Conditions.

For these purposes, the Parties may assert their rights in accordance with the LGDCU and Royal Decree 231/2008 of 15 February, which regulates the Consumer Arbitration System, as well as other applicable laws and supplementary regulations, and in particular, in accordance with Article 14 of Regulation (EU) No. 524/2013. If you would like information on the various options available to you in the event of a dispute, the European Commission provides a consumer assistance service, which can be accessed via the following link: [Consumer Help](#)

In no event shall this clause mean the loss of the option to effective judicial protection in favour of consumer Members, except where specifically provided for by applicable law.

16.2 With regard to Professional Members

The Parties shall endeavour to resolve by agreement any dispute arising between them with respect to the interpretation, performance or termination of the General Terms and Conditions.

For the resolution of any dispute relating to the General Terms and Conditions, the Parties agree that in any case the applicable law shall be Spanish law and the competent courts to resolve any dispute relating to these General Conditions shall be the Courts of the city of Madrid.