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# General Terms and Conditions of Sale: France

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General Terms and Conditions of Sale: France

Any reservation made on the Website necessarily implies the implicit acceptance of these General Terms and Conditions of Sale by the Customer.

These General Terms and Conditions of Sale (GTCS) govern the reservation of a stay by a consumer customer as agreed with B&B HOTELS via its mobile app or Website, which can be accessed via the following link <https://www.hotel-bb.com/fr> (hereinafter "the Website") by calling our Reservation department on 08 92 78 29 29\* (+33 2 98 33 75 29 when calling from abroad)\* at a cost of €0.35 incl. VAT/minute + the price of a call from a landline in France. or directly at the hotel.

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

For more information about staying at one of our hotels in France, you can contact the hotel of your choice directly or call our Reservation department. You can also consult the hotel web pages for more information about a particular hotel.

Outside the listed reception desk operating hours, our hotels have automatic room distributors

("ARD") through which you can also reserve a room by using a payment card with an electronic chip.

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

Bookings for a stay in our hotels in France are made with the companies listed below (the "Operators"):

B&B HOTELS FRANCE, a limited liability company registered in the Brest Trade and Companies Register under company no. RCS 378 047 500, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 82 378 047 500;

B&B DREAMLAND HOTEL, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 808 416 960, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 50 808 416 960;

TANDEM SAS, a simplified joint-stock company registered in the Paris Trade and Companies Register under company no. RCS 908 119 746, with its headquarters located at 9 Boulevard Romain Rolland, 75014 Paris, France, and whose intra-community VAT no. is FR 81 908 119 746;

B&B TAKEOVER, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 904 728 649, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 53 904 728 649;

BBHO THIONVILLE YUTZ CAROLINGIENS, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 819 254 467, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 14 819 254 467;

BBHO REIMS CENTRE GARE, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 819 283 821, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 00 819 283 821;

BBHO THIONVILLE YUTZ VIEUX BOURG, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 819 284 043, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 84 819 284 043;

BBHO BOULOGNE SUR MER CENTRE LES PORTS, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 819 282 120, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 38 819 282 120;

BBHO LILLE VILLENEUVE D'ASCQ, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 819 249 210, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 54 819 249 210;

BBHO BLOIS VALLÉE MAILLARD, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 819 248 618, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 24 819 248 618;

BBHO LILLE ROUBAIX, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 819 283 086, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 26 819 283 086;

BBHO LIMOGES NORD, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 819 283 201, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 80 819 283 201;

BBHO ORLÉANS NORD SARAN, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 819 283 763, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 20 819 283 763;

BBHO LE MANS CENTRE, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 819 282 781, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 81 819 282 781;

BBHO ORLÉANS CENTRE FOCH, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 819 281 114, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 27 819 281 114;

BBHO ANNEMASSE, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 819 279 779, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 96 819 279 779;

BBHO BORDEAUX AÉROPORT IB, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 819 280 652, with its headquarters

located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 96 819 280 652;

BBHO TOULOUSE UNIVERSITÉ, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 819 255 704, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 39 819 255 704;

BBHO LOURDES, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 819 283 136, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 79 819 283 136;

BBHO NÎMES CAISSARGUES, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 819 254 236, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 00 819 254 236;

BBHO VIRY CHATILLON, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 819 254 806, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 61 819 254 806;

BBHO VITRY SUR SEINE A86 BORDS DE SEINE, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 819 247 792, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 68 819 247 792;

BBHO NIORT MARAIS POITEVIN, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 819 251 075, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 23 819 251 075;

BBHO CERGY PIERRELAYE, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 819 282 278, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 27 819 282 278;

BBHO MARSEILLE BONNEVEINE, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 819 254 269, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 02 819 254 269;

BBHO GRENOBLE UNIVERSITÉ, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 819 282 682, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 75 819 282 682;

B&B HOME FRANCE, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 920 291 150, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 01 920 291 150.

(Hereinafter "B&B HOTELS")

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

## 2.1. Guaranteed reservations

Your reservation is considered to be fully guaranteed once your stay has been paid for, either by cheque or cash directly to the hotel or by providing your payment card details when making the reservation (unless the payment details provided are not valid).

Providing payment card details to guarantee your reservation does not initiate payment for the entire stay. However, it authorises the hotel to charge your account for the amount due for the first night of your stay in the event of a "no-show", if the reservation was not cancelled in accordance with the Terms and Conditions specified in Article 5 of these General Terms and Conditions of Sale.

An email containing a reservation number will be sent to the email address that was provided to the hotel for all guaranteed reservations. This reservation number also means that you can arrive at the hotel at any time if there is an automatic room distributor available.

If you arrive when the hotel reception is closed, you can, if available, enter your reservation number into the automatic room distributor, which will then provide you (after your stay has been paid for, if necessary) with a ticket including your room number and access code.

## 2.2. Simple reservations

Your reservation is considered to be a "simple reservation" if it is made without providing payment card details directly to the hotel.

In this case, the reservation number provided to you by the hotel allows you to access a room up until 7.00 p.m. the day of your arrival, directly at the hotel reception during opening hours

and outside the reception hours of the selected hotel, via the ARD . After 7.00 p.m., your room will automatically be released for resale.

## 2.3. Promotional and/or special offers

Some promotional and/or special offers are sold exclusively on the Internet and cannot be purchased via the hotel reception.

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

Unless otherwise stated in the Specific Terms and Conditions for the offer, advance payment for the full duration of the stay and any additional services must be made online in order to confirm this reservation. In that case, in the event of a customer no-show on the expected date of arrival, even if the hotel has been notified by any means, the total amount paid in advance for the reservation (included rooms and any additional services) will not be refunded.

## 2.4. Group reservations

A reservation for more than ten (10) rooms is considered a group reservation and may be subject to Specific Terms and Conditions. For any information regarding a stay in France, you can contact the dedicated Group Reservation department at B&B HOTELS by sending an email to [groupdesk@hotelbb.com](mailto:groupdesk@hotelbb.com).

## 3. How to make a reservation via [hotel-bb.com](https://www.hotel-bb.com) or using B&B HOTELS mobile apps

The procedure for making a reservation is as follows:

1. Search for a hotel from among those offered by the B&B HOTELS group on the Website.

2. Select a hotel, the dates of your stay (start and end), the number of occupants, the type and number of rooms and the Terms and Conditions of Sale for the associated rate, as well as any additional services (such as breakfast), except when the additional service is included in the rate provided;
3. Confirm the details of the reservation, the total amount due and the Terms and Conditions of Sale for the reserved rate (for the room, the rate and/or any additional services). Provide contact details for the customer(s). We ask you to enter your telephone number to allow the management and monitoring of your reservation. In accordance with Article L.223-2 of the French Consumer Code, please note that you have the option of registering on the French "Bloctel" anti-solicitation list ([www.bloctel.gouv.fr](http://www.bloctel.gouv.fr)) free of charge.
4. Read the Privacy Policy and accept the General Terms and Conditions of Sale, the General Terms and Conditions of Use for the Website, and the Terms and Conditions of Sale for the reserved rate (to change your selection, you may return to the previous steps);
5. Provide your payment card details. (Only credit/debit cards are accepted. Visa Electron and Maestro cards cannot be used to guarantee your reservation). Check the Specific Terms and Conditions of Sale of the reserved rate, then confirm your reservation.
6. B&B HOTELS will acknowledge receipt of your reservation by immediately sending an email summarising the type of reservation made, any additional services reserved and any applicable tourist tax, the dates of the reservation, the rate, the total amount due with an itemised breakdown, the Terms and Conditions of Sale for the reserved rate (accepted by the customer), information regarding the Customer Service department and the address of the hotel to which you can send any complaints, if necessary.

## 4. Online check-in ("remote check-in")

B&B HOTELS offers you the option of receiving the access code(s) for your room(s) in advance by using the online check-in feature, also known as "remote check-in". Online check-in lets you bypass the usual check-in procedure at the hotel reception desk during its operating hours.

Forty-eight (48) hours before your expected date of arrival at the hotel, you will be sent an email inviting you to register for remote check-in.

The registration link is also available in the reservation confirmation email, as well as via your online account available on the Website.

Even if you have already provided your payment card details to guarantee your reservation online, you will be asked to enter your card number, its expiry date and security code whilst registering for remote check-in to finalise the payment for your reservation. The transaction is confirmed by 3D Secure. (Secure payment).

You will not be debited until the actual check-in is generated, i.e. on your date of arrival between 2.00 p.m. and 6.00 p.m.

If you have opted for a pre-paid online reservation, you will not be asked to re-enter your payment card details.

You will receive an email (and SMS, if requested) containing your room number and access code between 2.00 p.m. and 6.00 p.m. on your expected date of arrival at the hotel.

If you have not received your room number and access code by 6.00 p.m. on your expected date of arrival, you will need to acquire your room at the hotel reception desk or via the automatic room distributor.

Remote check-in is no longer possible after 6.00 p.m. on your expected date of arrival at the hotel.

All customers can use this service provided that they have made a "direct" reservation on the Website or via the mobile app (excluding reservations made on third-party websites: Booking, Expedia, etc.) and on condition that the hotel in question has activated this feature.

Important, if you wish to cancel:

Before 2.00 p.m., the usual Terms and Conditions apply (unless the reservation cannot be cancelled or is non-refundable),

After 2.00 p.m., cancellation for the first night is no longer possible.

The rest of the stay can be cancelled and refunded, according to your reservation Terms and Conditions.

If a payment authorisation request is refused, the reservation will not be cancelled but the online check-in request cannot be confirmed. Customers will be informed that they must go to the reception desk to confirm the check-in and pay.

## 5. Withdrawing from, cancelling or modifying your reservation

Right of withdrawal: Please note that with regard to accommodation services provided on a date or for a determined period, in accordance with Article L.221-28, Paragraph 12 of the French Consumer Code, you do not have the right of withdrawal as defined in Article L.221-18 of the French Consumer Code.

## **5.1. Cancelling your reservation**

Simple and guaranteed reservations can be cancelled before 7.00 p.m. on your expected date of arrival.

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

Inform the hotel in question directly as soon as possible;

Contact the Reservation department (subject to charge) or

Click on the relevant link in your reservation confirmation email.

You will receive confirmation of the cancellation. A refund will be issued for the cancelled portion of the stay (via the same payment method that was used to pay for the stay).

In the event of a late cancellation (later than 7.00 p.m. on your expected date of arrival), the hotel will charge you for the amount corresponding to the first night (excluding tourist tax or any additional services), either by keeping any payments or by charging the debit/credit card of which details were provided whilst making the reservation as a guarantee, in order to cover the cancellation fees (corresponding to the internal costs for carrying out the cancellation process within the system and for the resale of the room). The subsequent nights will be cancelled and refunded by bank transfer.

## **5.2. Modifying your reservation**

To extend a stay, you must contact the hotel's reception before 11.00 a.m. to confirm room availability. If the stay can be extended, you must immediately pay the amount due for your room so that the hotel can provide you with a new access code.

In the event of early departure, you must notify the hotel's reception before 11.00 a.m. in order for the cancellation of the rest of the stay to be taken into account. For a simple or guaranteed reservation, if the initial payment was made by Visa, Mastercard or American Express, a refund for the portion of the stay that has been cancelled will be issued to the card used for payment.

For any other method of payment, the refund for the portion of the stay that has been cancelled will be made by bank transfer or provided in the form of a cheque for the amount due.

If you are not currently on hotel grounds in France, you can also contact the Reservation department on 08 92 78 29 29\*

\*€0.35 incl. VAT/minute + the price of a call from a landline in France (+33 2 98 33 75 29 when calling from abroad).

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

In this case, it will be mentioned in the Specific Terms and Conditions for the offer.

## 6. No-shows

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

by providing their payment details and that is not cancelled before 7.00 p.m. will result in automatically being charged and debited the cost of the first night (excluding tourist tax and any additional services) as fixed-rate compensation and for cancelling the rest of their stay free of charge. The subsequent nights will be cancelled;

by advance payment directly to the hotel for the entire duration of the stay and that is not cancelled before 7.00 p.m. will result, upon request, in the refund of the entire stay minus the cost of the first night.

For a reservation that is guaranteed by partial advance payment directly to the hotel and that is not cancelled before 7.00 p.m., the amount paid in advance (deposit) will not be refunded and will be retained as fixed-rate compensation and for cancelling the rest of the customer's stay free of charge.

For a "non-refundable" reservation as mentioned in Article 2.3, 100% of the total amount due would already have been paid whilst making the reservation, unless otherwise stated in the Terms and Conditions of the offer. This amount will not be refunded under any circumstances (this applies to the rooms and any additional services). In the event of a customer no-show on the expected date of arrival, even if the hotel was notified by any means, the reservation will be

cancelled in full and the hotel reserves the right to charge the total cost of the reservation to the customer to cover the cancellation fees.

## 7. Rates

The rates apply to each room for the number of people and the chosen date(s).

The rates as confirmed to the customer are given in euros, include VAT and are only valid for the duration indicated on the Website.

The amount due for tourist tax, paid to the local authorities, depends on the town or city.

Unless otherwise stated, additional services (breakfast, parking, etc.) are not included in the rates.

Rates take into account the VAT that is applicable on the date that the reservation is made. Any changes to the applicable VAT rate, as well as any modifications or introductions of new legal or regulatory taxes imposed by the competent authorities, will be automatically applied to the indicated rates on the date that the stay is charged (i.e. the date of arrival).

The rates indicated on the Website are valid except in the event of gross error.

The applicable rate is the one indicated on the Website on the date that the reservation is made by the customer.

## 8. Payment

You will not have access to your room until it has been paid for.

Visa Electron and Maestro cards cannot be used to guarantee a reservation but can be used for payment at the hotel. Your reservation can be paid for at the hotel by using holiday vouchers (from the ANCV), including, at most B&B Hotels, ANCV e Connect. We do not accept payment by e-Card when making a reservation or paying for your stay at B&B hotels.

Online payment can be made using a credit/debit card (American Express, Visa, Visa Electron, Maestro and/or Mastercard only) via a secure payment system. You must provide the credit/debit card number, its expiry date and CVV (security code on the back of the card).

Any irregularities detected in the payment or payment method (even after the payment has been made in full) or any payment that is not finalised, is incomplete or fraudulent, as well as any payment linked to illegal acts for which you are responsible or that you have committed in collusion with a third party, will lead to the complete cancellation of your reservation at your expense, without warning and without prejudice to any civil or criminal action that may be

brought against you.

Once the reservation has been confirmed and online payment has been made, you will receive an itemised confirmation email via the email address provided that will serve as proof of payment for the reservation.

This confirmation is considered as representing the agreement between the parties.

Upon your arrival at the hotel, you may request an itemised invoice detailing the total cost of your stay, including tourist tax (if applicable).

The inability to charge the use of a credit card will result in the automatic cancellation of the reservation, in accordance with the same Terms and Conditions as for an irregular or fraudulent payment.

When using an ARD, only payment cards with an electronic chip can be used to pay for your stay at B&B hotels. If your payment card only has a magnetic strip, in order to pay for your stay at B&B HOTELS you must arrive at the hotel during the reception's operating hours or use a different payment method.

## 9. Complaints

Any complaint regarding the non-fulfilment or inadequate fulfilment of hotel services should be brought to the attention of the B&B HOTELS Customer Service Department through our contact form, which is available [here](#) within seven (7) days of departure from the hotel in order to facilitate its handling.

In this respect, please note that certain hotels are run by companies that are legally independent of B&B HOTELS, to which they are bound through a franchise agreement, and are therefore solely responsible for any potential compensation to the customer. On this basis, any complaints from a customer regarding an independent company will be passed on to the company in question by B&B HOTELS within seventy-two (72) working hours.

B&B HOTELS and its hotels are insured by insurance companies that are deemed to be professionally reputable. You should notify the hotel of any issues during your stay in order to limit any potential prejudice.

## 10. Proof and archiving

All contracts entered into with the customer involving an amount greater than €120 incl. VAT will be archived by B&B HOTELS for a period of ten (10) years, in accordance with Article L.213-

1 of the French Consumer Code.

B&B HOTELS guarantees the customer access to this contract at any time, if requested.

## 11. Liability

B&B HOTELS cannot be held liable for any non-fulfilment or the inadequate fulfilment of a reservation in the event of force majeure or an event caused by a third party, the customer (in particular when making the reservation), a faulty Internet connection or in the event that the payment card owner's bank refuses to authorise the payment.

B&B HOTELS does not control the websites that are directly or indirectly linked to the Website. B&B HOTELS cannot be held liable for any information published on these websites. Links to third-party websites are for information purposes only and no guarantees are provided regarding their content.

## 12. Staying at the hotel

Unless expressly stated otherwise, reserved rooms can be used from 2.00 p.m. on the first day of the reservation until 12.00 p.m. on the final day of the reservation.

Animals are only accepted in B&B hotels that state in their specific service provisions that animals are accepted and only in strict compliance with the relevant rules. This service is subject to an additional charge, which is expressly indicated at the pre-contractual stage. The owner of the animal will be held directly liable for any damage or inconvenience caused by the animal to the hotel, third parties, employees or other customers at the hotel. The cost of any damage incurred during the stay may be charged to the customer.

Assistance dogs for blind or deaf people and similar assistance dogs accompanying disabled people are welcome in our hotels at no extra charge. These dogs are allowed in all public areas of our establishments, including restaurants. They are not required to wear a muzzle and no hygiene rules can justify refusing them access. The owner of the guide dog undertakes to ensure that the animal remains under constant control, does not disrupt the smooth running of the establishment and does not cause any nuisance to other guests.

In accordance with Article R. 814-1 of the French Code of Entry and Residence of Foreign Nationals and the Right to Asylum, the customer may be asked to fill in an individual police

form when checking in to the hotel. Within this context, the customer must present proof of identity to the hotel so that it can verify whether or not this form must be completed.

The customer accepts and undertakes to use the room with due care, in accordance with its designated purpose. Any behaviour contrary to common decency and public order will result in the hotel management requesting that the customer leaves the establishment, without any compensation or issuing a refund (if a payment has already been made).

For obvious security reasons and for your own comfort, it is strictly forbidden to smoke or vape on any part of the hotel grounds, in particular in the bedrooms, including by the window, as well as to inhibit, tamper with or damage the smoke alarms. In the event of the violation of this rule, the customer will be charged a fixed-rate penalty amounting to €80 to cover the costs for refurbishing the room and any potential costs to repair the smoke alarms. B&B HOTELS also reserves the right to request compensation for any losses caused by any resulting damage.

B&B hotels provide free Wi-Fi access whose terms of use are specified in [the WiFi Charter in France](#)

B&B Hotels wants to offer its guests the best possible experience, from booking to departure, and therefore offers the "Refund & Invitation" guarantee.

The "Refund & Invitation" guarantee is a customer service designed to find a solution in the event of a proven malfunction in the guest's room or at the breakfast buffet during their stay. The customer must report this malfunction immediately to the hotel reception.

In the event of a proven malfunction during the stay and if no solution can be offered by the hotel staff on site, the customer can make a claim under the "Refund & Invitation" guarantee for the first night of their stay. This request will result in a refund for the service in question.

In addition to this refund, B&B HOTELS will offer the customer a free invitation for the service that was affected by the malfunction, to be used during a future stay. Only any optional expenses will remain the responsibility of the customer.

The "Refund & Invitation" guarantee is applicable in most B&B HOTELS in France, with the exception of specifically excluded establishments. The list of hotels not eligible for this guarantee is available on the [dedicated web page](#).

## 13. Relocation and force majeure

In the event that the reserved hotel is not available, either for reasons attributable to the hotel or in the event of force majeure, the hotel reserves the right to relocate all or some of the customers to a hotel of an equivalent rating for similar services. Any extra costs (due to the difference in rates between rooms) will be covered by the hotel initially reserved by the customer.

B&B HOTELS cannot be held liable for the non-fulfilment of its obligations as a result of a force majeure event.

With regard to the contract, a force majeure event is one that is beyond the control of the service provider, one that could not have been reasonably foreseen upon entering into the contract and one that the effects of which cannot be avoided through appropriate measures that ultimately prevents the fulfilment of the obligation by the service provider.

If the hindrance is temporary, fulfilment of the obligation is suspended unless the resulting delay justifies the termination of the contract. If the hindrance is definitive, the contract is fully terminated and the parties are liberated from their obligations under the Terms and Conditions as defined in Articles 1351 and 1351-1 of the French Civil Code.

If a force majeure event occurs, B&B HOTELS will endeavour to inform the customer as soon as possible.

## 14. Privacy and personal data

When customers use the B&B HOTELS Website or mobile apps, in particular when making a reservation, B&B HOTELS processes their personal data. All relevant information is provided in the "[Privacy Policy](#)".

## 15. Validity of the General Terms and Conditions of Sale

Any changes to the legislation or regulations in force, as well as any decisions by the competent courts, that invalidate one or several of the clauses in these General Terms and Conditions of Sale will not affect their validity in its entirety. Such modifications or decisions do not in any way authorise the customer to disregard these General Terms and Conditions of Sale.

## 16. Settlement of disputes

Without prejudice to the applicable procedural regulations and in accordance with Article L.616-1 of the French Consumer Code, B&B HOTELS will share the details of the competent mediator with the consumer. If necessary, the consumer can contact MTV - MEDIATION TOURISME ET VOYAGE (the French travel and tourism mediator).

After contacting the B&B HOTELS Customer Service department to attempt an amicable resolution and in the absence of a satisfactory response or the absence of any response within sixty (60) days of the complaint being made, the customer may contact the French travel and tourism mediator, whose contact details are as follows:

Referral postal address: MTV Médiation Tourisme et Voyage, BP 80303 – 75823 PARIS  
CEDEX 17, France

Email: [info@mtv.travel](mailto:info@mtv.travel)

Information: <http://www.mtv.travel>

The French travel and tourism mediator must be contacted within twelve (12) months of your first complaint. 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: [https://consumer-redress.ec.europa.eu/index\\_fr](https://consumer-redress.ec.europa.eu/index_fr).

## 17. Competent courts and applicable law

These general terms and conditions and any relations between the customer and B&B HOTELS are subject to French law, with regard to the hotels located in France, subject to a mandatory

protective provision.

In the event of a dispute, only the French courts are deemed competent.

In accordance with the provisions in Article 16, before any referral to an arbitrator or state court, we recommend that the customer contacts the B&B HOTELS Customer Service department and, if necessary, carries out a discretionary mediation procedure.

As mediation is not obligatory, the customer and B&B HOTELS can withdraw from the procedure at any time.

In the event that mediation fails or is not considered, a dispute that may have resulted in mediation will be referred to the competent courts.

## 18. Changes to the General Terms and Conditions of Sale

These General Terms and Conditions of Sale are applicable from the date of their last update and for the entire duration of the online availability of the services of B&B HOTELS for reservations of a maximum of ten (10) rooms. They may be modified or augmented at any time. For this reason, we recommend that you consult them regularly.

The applicable General Terms and Conditions of Sale are those in force at the time that the reservation is made.

Any modifications made to the General Terms and Conditions of Sale will not apply to reservations that have already be made on the Website.

General Terms and Conditions of Sale updated on August 13, 2025.y be made on the Website.

## General Sales Conditions for professionals: France

[PDF version](#)

**General Sales Conditions updated on June 17, 2025.**

Any reservation made on the Website necessarily implies the implicit acceptance of these General Terms and Conditions of Sale by the Customer.

## ARTICLE 1: PURPOSE AND PARTIS

These General Terms and Conditions of Sale (GTCS) govern the reservation of a stay by a consumer or professional customer as agreed with B&B HOTELS via its mobile app or Website, which can be accessed via the following link <https://www.hotel-bb.com/fr> (hereinafter "the Website").

Each User or Customer is a professional, i.e. a natural or legal person, public or private, who acts for purposes falling within the framework of their commercial, industrial, artisanal, liberal or agricultural activity, including when acting in the name or on behalf of another professional.

If you are a consumer, the general conditions of sale applicable to you are accessible above.

The Professional Customer can proceed with the reservation of a stay:

According to the conditions presented on the Site

Or within the framework of a partnership, under specific conditions that apply. The CGV also apply to the services linked to the Framework Partnership Agreement (hereinafter "*the Contract*") concluded with the Customer. These General Terms and Conditions are sent to the Customer at the same time as the Contract, to allow its employees and guests (*hereinafter the "Users"*) to make reservations while benefiting from the price advantages negotiated with the Customer under the Contract. Any reservation therefore implies, on the part of the Customer and the Users, full and unreserved adherence to these GTC, to the exclusion of any other document such as a prospectus, commercial documents, etc. These GTC and the associated Contract form an inseparable whole.

Bookings for a stay in our hotels in France are made with the companies listed below (the "Operators"):

B&B HOTELS FRANCE, a limited liability company registered in the Brest Trade and Companies Register under company no. RCS 378 047 500, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 82 378 047 500;

B&B DREAMLAND HOTEL, a simplified joint stock company, registered in the Brest Trade and Companies Register under number RCS 808 416 960 whose registered office is at 271 rue du Général-Paulet, 29200, Brest, and whose intra-community VAT no. is FR 50 808 416 960;

TANDEM SAS, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 908 119 746, with its headquarters located at

9 Boulevard Romain Rolland, 75014 Paris, France, and whose intra-community VAT no. is FR 81 908 119 746;

B&B TAKEOVER, a simplified joint stock company, registered in the Brest Trade and Companies Register under number RCS 904 728 649 whose registered office is at 271 rue du Général-Paulet, 29200, Brest, and whose intra-community VAT no. is FR 53 904 728 649.

BBHO THIONVILLE YUTZ CAROLINGIENS, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 819 254 467, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 14 819 254 467;

BBHO REIMS CENTRE GARE, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 819 283 821, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 00 819 283 821;

BBHO THIONVILLE YUTZ VIEUX BOURG, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 819 284 043, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 84 819 284 043;

BBHO BOULOGNE SUR MER CENTRE LES PORTS, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 819 282 120, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 38 819 282 120;

BBHO LILLE VILLENEUVE D'ASCQ, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 819 249 210, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 54 819 249 210;

BBHO BLOIS VALLÉE MAILLARD, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 819 248 618, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 24 819 248 618;

BBHO LILLE ROUBAIX, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 819 283 086, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 26 819 283 086;

BBHO LIMOGES NORD, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 819 283 201, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 80 819 283 201;

BBHO ORLÉANS NORD SARAN, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 819 283 763, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 20 819 283 763;

BBHO LE MANS CENTRE, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 819 282 781, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 81 819 282 781;

BBHO ORLÉANS CENTRE FOCH, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 819 281 114, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 27 819 281 114;

BBHO ANNEMASSE, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 819 279 779, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 96 819 279 779;

BBHO BORDEAUX AÉROPORT IB, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 819 280 652, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 96 819 280 652;

BBHO TOULOUSE UNIVERSITÉ, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 819 255 704, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 39 819 255 704;

BBHO LOURDES, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 819 283 136, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 79 819 283 136;

BBHO NÎMES CAISSARGUES, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 819 254 236, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 00 819 254 236;

BBHO VIRY CHATILLON, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 819 254 806, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 61 819 254 806;

BBHO VITRY SUR SEINE A86 BORDS DE SEINE, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 819 247 792, with its

headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 68 819 247 792;

BBHO NIORT MARAIS POITEVIN, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 819 251 075, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 23 819 251 075;

BBHO CERGY PIERRELAYE, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 819 282 278, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 27 819 282 278;

BBHO MARSEILLE BONNEVEINE, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 819 254 269, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 02 819 254 269;

BBHO GRENOBLE UNIVERSITÉ, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 819 282 682, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 75 819 282 682;

B&B HOME FRANCE, a simplified joint-stock company registered in the Brest Trade and Companies Register under company no. RCS 920 291 150, with its headquarters located at 271 Rue du Général Paulet, 29200 Brest, France, and whose intra-community VAT no. is FR 01 920 291 150.

(Hereinafter "B&B HOTELS").

## ARTICLE 2. BOOKINGS

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

### 2.1. Specificities of booking within the framework of a partnership

The User in charge of the reservation must mention the name of their company (the Customer), to benefit from the conditions of the Contract. Otherwise, the User will be charged the amount of the hotel service at the public rate displayed in the Hotel and must pay this invoice before departure without dispute.

In order to benefit from the discount negotiated under the Contract, the person in charge of the reservation must communicate the identifiers and/or codes provided to them by B&B HOTELS when signing the Contract.

## 2.2. Booking process for all Customers or Users

Booking requests are mandatory and must be made by the Customer or the User before the arrival date:

either by telephone directly to the Hotel (during the opening hours available on the website ([www.hotel-bb.com](http://www.hotel-bb.com)) and the B&B HOTELS mobile application;

or by email directly to the Hotel;

or by booking directly on the B&B HOTELS website ([www.hotel-bb.com](http://www.hotel-bb.com)) and the B&B HOTELS mobile application;

or, according to the offer, by telephone using the toll-free number provided by B&B HOTELS when signing the Contract.

To make a reservation via the Site or the B&B HOTELS mobile applications, the User or the Customer must follow the following procedure:

Search for a hotel from among those offered by the B&B HOTELS group on the Website. The criteria for ranking offers are expressly specified in the Relevant Information section, available [here](#).

Select a hotel, the dates of the stay (start and end), the number of occupants, the type and number of rooms and the Terms and Conditions of Sale for the associated rate, as well as any additional services (such as breakfast), except when the additional service is included in the rate provided;

Confirm the details of the reservation, the total amount due and the Terms and Conditions of Sale for the reserved rate (for the room, the rate and/or any additional services). Provide contact details for the customer(s). We ask to enter the telephone number of the customer(s) to allow the management and monitoring of the reservation.

Read and accept the General Terms and Conditions of Sale, the General Terms and Conditions of Use for the Website, the Privacy Policy and the Terms and Conditions of Sale for the reserved rate (to change their selection, the User or the Customer may return to the previous steps);

Enter their bank card details.

For the "hosted card" contract, enter a hosted card number instead of standard payment methods, according to the specific conditions provided for in the Contract.

Accept the General Terms and Conditions of Sale and the Specific Terms and Conditions of Sale for the reserved rate, then confirm the reservation.

B&B HOTELS will acknowledge receipt of the reservation by immediately sending an email summarizing the type of reservation made, any additional services reserved and any applicable tourist tax, the dates of the reservation, the rate, the total amount due with an itemized breakdown, the Terms and Conditions of Sale for the reserved rate (accepted by the customer), information regarding the Customer Service department and the address of the hotel to which the customer can send any complaints, if necessary.

In addition to these steps, Customers or Users in partnership wishing to make a reservation must, according to the offers:

Log in to their B&B HOTELS customer account;

Log in to their B&B HOTELS customer account and insert a customer code to benefit from their negotiated rates as part of their contract;

Insert a customer code to benefit from their negotiated rates as part of their contract.

To make a reservation by telephone, the User or the Customer is invited to follow the steps communicated by B&B HOTELS when signing the Contract.

When arriving at the Hotel, the User or Customer must communicate their reservation number to the reception or must enter it on the Automatic Room Machine (DAC).

### **2.3. Booking guarantee and accessibility**

The reservation will be fully guaranteed as soon as the stay is paid, either directly with the hotel, or by paying online using the available payment methods.

The communication of the Customer's or User's bank card details to secure the reservation does not allow payment for the nights booked, but allows the hotel to debit the Customer's or User's account for the amount of the first night of the booked stay in case of no-show ("no show") if the reservation has not been cancelled.

A reservation is maintained until 7:00 p.m on the scheduled day of arrival. To guarantee their reservation for any arrival after 7:00 p.m, regardless of the time of arrival until noon the next day, the Customer or User must then provide a credit card imprint. Unless otherwise stated on the hotel page of the Website, the Hotel undertakes to make the rooms available to Users or

Customers from 2:00 p.m on the day of arrival. Rooms must be vacated no later than 12 noon on the day of departure.

An email containing a reservation number will be sent to the email address that was provided to the hotel for all guaranteed reservations. This reservation number allows the Customer or the User to arrive at the hotel at the time of their choice in the event of the existence of a room vending machine.

If the Customer or the User arrives when the hotel reception is closed, they can, if available, enter their reservation number into the automatic room distributor, which will then provide them (after their stay has been paid for, if necessary) with a ticket including their room number and access code.

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

Some promotional and/or special offers are sold exclusively on the Internet and cannot be purchased via the hotel reception desk.

These offers, available on the Website, on the B&B HOTELS mobile apps or on the websites and mobile services of B&B HOTELS' commercial partners, are special rates that cannot be combined with any other offers. The specific conditions of each offer (in particular whether or not the offer is cancellable and/or modifiable) are expressly indicated directly to the Customer and/or the User at the pre-contractual stage, namely before they can proceed with the online reservation, among the offers available on the Website.

Unless otherwise stated in the Specific Terms and Conditions for the offer, advance payment for the full duration of the stay and any additional services must be made online in order to confirm this reservation.

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

## **2.5. Group bookings**

A reservation for more than ten (10) rooms is considered a group reservation and may be subject to Specific Terms and Conditions. For any information regarding a stay in France, you

can contact the dedicated Group Reservation department at B&B HOTELS by sending an email to [groupdesk@hotelbb.com](mailto:groupdesk@hotelbb.com).

As such, if more than ten (10) rooms are booked, including several bookings made by the same Customer, for the same dates, B&B HOTELS reserves the right to cancel the reservation and to make a proposal under specific conditions.

### ARTICLE 3. Online check-in (“remote check-in”)

This article is not applicable to Customers or Users with a Lodged Card contract.

B&B HOTELS offers the Customer or the user the option of receiving the access code(s) for their room(s) in advance by using the online check-in feature, also known as “remote check-in”. Online check-in lets you bypass the usual check-in procedure at the hotel reception desk during its operating hours.

48 hours before the scheduled day of their arrival at the hotel, the Customer or User is invited by email to register for remote check-in.

The registration link is also available in the reservation confirmation email, as well as via the customer's or User's online account available on the Website.

Even if the Customer or User has already left their bank card number to guarantee their online reservation, they will be asked to enter their card number, the validity date and the security code when registering at the remote check-in to pay for their reservation. The Customer or User validates the transaction using 3D Secure. (Secure payment).

The User or the Customer will only be charged when the check-in is actually generated, i.e. on the day of arrival between 2 p.m. and 6 p.m.

If the Customer or User has opted for a prepaid reservation online, they will not be asked to re-enter their bank card number.

The Customer or User will receive an email (and text message if requested) **between 2 p.m. and 6 p.m.** on the scheduled day of arrival at the hotel with their room number and access code.

If they have not received their room number and access code after 6 pm on the scheduled day of arrival, the Customer or User must pick up their room at the hotel reception or at the room vending machine.

Remote check-in is no longer possible after 6 pm on the scheduled day of arrival of the Customer or User at the hotel.

Any Customer or User will be able to take advantage of this service provided they have made a "direct" reservation on the Site or the mobile application (excludes reservations made on third party sites): Booking, Expedia, etc.) and on condition that the hotel in question has activated this feature.

If a payment authorization request is refused, the reservation will not be cancelled, but the online check-in request cannot be confirmed. Customers will be informed that they must go to the reception desk to confirm the check-in and pay.

## **ARTICLE 4. MODIFICATION – CANCELLATION OF A RESERVATION**

Some promotional and/or special offers cannot be modified, cancelled or refunded (this applies to the cost of the stay and that of any additional services). In this case, it will be mentioned in the Specific Terms and Conditions for the offer.

### **4.1. Cancellation of stay**

As invoicing is based on the services booked and confirmed for the entire stay, the Customer or User is asked to pay careful attention to the cancellation conditions defined below. Cancellations of all or part of the initial reservation must be sent in writing to the establishment concerned.

A reservation must be cancelled directly with the Hotel before 7 p.m. on the scheduled day of arrival, cancellation being free of charge.

In the event of late cancellation (beyond 7 p.m. on the scheduled day of arrival) or non-cancellation of the reservation preventing the resale of the room and in the event of non-presentation of one or more Users or Customers (no show), the Hotel will charge the User or Customer the full price of the first night of the stay booked at the current rate. Payments already made whose data were provided at the time of booking to cover cancellation costs (internal cost of the cancellation procedure to be carried out in the systems and of putting the room back on sale) will be retained. It is specified that payments already made may only be made in the case of a specific rate and a partial prepayment referred to in article 5 hereof.

In the event that the initial payment was made in cash or by check, the reservation for the subsequent nights will be cancelled and refunded by check or bank transfer.

For a simple or guaranteed reservation, if the initial payment was made by Visa, Mastercard or American Express, a refund for the portion of the stay that has been cancelled will be issued to the card used for payment.

## 4.2. Interruption of stay

In the event of an interruption of the stay, and to take account of the interruption, a notification must be sent to the Hotel before 11 a.m., otherwise, the full price including tax for the entire agreed stay will be collected without possible recourse by the User and/or the Customer. Any stay started but which would be interrupted, regardless of the reason for this interruption, is considered to be a cancellation of a stay.

If the User or the Customer is not inside the hotel in France, they can also contact the reservation center on 08 92 78 29 29\*

*\*€0.35 incl. VAT/minute + the price of a call from a landline in France (+33 2 98 33 75 29 when calling from abroad).*

The reimbursement of the sums paid will take place according to the procedures mentioned above in article 4.1.

## 4.3. Extending the stay

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

## ARTICLE 5. NO PRESENTATION (NO SHOW)

In the event of a no-show by the Customer or the User ("no show"), any guaranteed reservation:

- If they provide their bank details and do not cancel before 7 p.m., the price of the first night's stay will be automatically invoiced and debited (excluding tourist tax and additional service (s))

as a lump-sum payment and for cancelling the rest of their stay free of charge. Remaining nights will be cancelled;

- by advance payment directly to the hotel for the entire duration of the stay and that is not cancelled before 7.00 p.m. will result, upon request, in the refund of the entire stay minus the cost of the first night.

For a reservation that is guaranteed by partial advance payment directly to the hotel and that is not cancelled before 7.00 p.m., the amount paid in advance (deposit) will not be refunded and will be retained as fixed-rate compensation and for cancelling the rest of the Customer's or User's stay free of charge.

For a "non-refundable" reservation as mentioned in Article 100% of the total amount due would already have been paid while making the reservation, unless otherwise stated in the Terms and Conditions of the offer.

This amount will not be refunded under any circumstances (for rooms and any additional services). In the event of a customer no-show on the expected date of arrival, even if the hotel was notified by any means, the reservation will be cancelled in full and the hotel reserves the right to charge the total cost of the reservation to the customer to cover the cancellation fees.

## ARTICLE 6. RATES

The rates apply to each room for the number of people and the chosen date(s).

The rates as confirmed to the customer are given in euros, include VAT and are only valid for the duration indicated on the website.

The amount due for tourist tax, paid to the local authorities, depends on the town or city. Unless otherwise stated, additional services (breakfast, parking, etc.) are not included in the rates.

The applicable price is the one indicated on the Site on the date on which the reservation is made by the Customer or the User, *if applicable, after deducting the discount negotiated under the Contract, provided that the identifiers/codes that were communicated to the Customer by B&B HOTELS at the signing of the Contract have been completed.*

Users will receive the rates negotiated between the Customer and B&B HOTELS for the type of room designated to the exclusion of any other category and subject to the availability of these

rates in the establishment concerned or in case of force majeure as defined below.

The preferential rates negotiated with the Customer under the Contract cannot be combined with the loyalty program or with any B&B HOTELS promotional offer in force, as well as with any promotional offer specific to the Hotel.

Hotels reserve the right to modify the proposed rates in the event of a legislative and/or regulatory change likely to cause a variation in their prices (modification of the VAT rate in force, introduction of a new tax, etc.). The VAT rate that will be applied will be the rate in force on the billing date.

Prices shown are valid except for gross errors.

## **ARTICLE 7. PAYMENT**

### **7.1. Payment methods**

Online payment can be made using a credit/debit card (American Express, Visa, Visa Electron, Maestro and/or Mastercard only) via a secure payment system.

Once the reservation has been confirmed and online payment has been made, the customer will receive an itemized confirmation email via the email address provided that will serve as proof of payment for the reservation.

A detailed invoice may be requested by the Customer or the User upon arrival at the hotel.

Customers who have a B&B HOTELS account and who have used online check-in will be able to download their bill online.

The use of an invalid payment card will result in the automatic cancellation of the reservation, in accordance with the same Terms and Conditions as for an irregular or fraudulent payment.

At the DAC, only bank cards equipped with an electronic chip allow the Customer or User to pay for their stay in B&B hotels. If the Customer's or User's bank card only has a magnetic stripe, to pay for their stay at B&B HOTELS, it is essential that the User or the Customer arrive at the hotel during reception opening hours or use another payment method.

## 7.2. Refusal of payment

If the bank refuses to debit a card or other payment method, the Customer or User must choose another payment method offered by the Hotel.

In the event that, for whatever reason, opposition, refusal or otherwise, the transmission of the cash flow due by the Customer or by the User proves impossible, the reservation will be cancelled.

## 7.3. Late payment

In the event of default or late payment, the Hotel applies late payment penalties calculated as follows:

*Late payment penalties = (invoice amount including tax\* LEGAL RATE APPLICABLE FOR THE SEMESTER) \* (number of days late in the semester /365)*

The LEGAL APPLICABLE RATE means the interest rate applied by the European Central Bank to its most recent refinancing operation increased by 10 percentage points.

Late payment penalties are due the day following the payment date on the invoice without a reminder being necessary. Any Customer or User in a situation of late payment is automatically liable, against the creditor, to a fixed compensation for collection costs in the amount of 40 euros. When the recovery costs incurred exceed the amount of this lump-sum compensation, B&B HOTELS may request additional compensation, upon justification.

## ARTICLE 8. STAY

Animals are only accepted in B&B hotels that state in their specific service provisions that animals are accepted and only in strict compliance with the relevant rules. This service is subject to an additional charge, which is expressly indicated at the pre-contractual stage. The owner of the animal will be held directly liable for any damage or inconvenience caused by the animal to the hotel, third parties, employees or other customers at the hotel. The cost of any damage caused during the stay may be charged to the customer.

In accordance with article R. 814-1 of the French Code of Entry and Residence of Foreign Nationals and the Right to Asylum, the Customer or the User may be asked to fill in an

individual police form when checking in to the hotel. Within this context, they must present proof of identity to the hotel so that it can verify whether or not this form must be completed.

In the event of degradation or damage caused, the User or the Customer will be directly liable.

The Customer or the User accepts and undertakes to use the room with due care, in accordance with its designated purpose. In addition, any behavior contrary to common decency and public order shall lead B&B Hôtels to ask the customer or User to leave the establishment without compensation and/or without reimbursement if a payment has already been made. For obvious security reasons and for the clients' comfort, it is strictly forbidden to smoke or vape on any part of the hotel grounds, in particular in the bedrooms, including by the window, as well as to inhibit, tamper with or damage the smoke alarms. In the event of the violation of this rule, the Customer or the User will be charged a fixed-rate penalty amounting to €80 to cover the costs for refurbishing the room and any potential costs to repair the smoke alarms. B&B HOTELS also reserves the right to request compensation for any losses caused by any resulting damage.

B&B Hotels offer free WIFI. Customers agree not to use the computer resources to reproduce, present, provide or share with the public any property protected by copyright or similar rights without the authorization of the rights holders or in violation of their rights.

## **ARTICLE 9. CLAIMS**

Any complaint related to the hotel service provided must, in order to be taken into account, be addressed directly by the User or by the Customer to the B&B HOTELS Customer Relations Department within seven (7) days from the date of departure of the User or the Customer, via the complaint form available on the B&B HOTELS website, under "Help and Contact - Customer Relations" or by mail addressed to the Customer Relations Department of B&B HOTELS 271, rue du Général Paulet 29219 Brest Cedex 2.

In this respect, please note that certain hotels are run by companies that are legally independent of B&B HOTELS, to which they are bound through a franchise agreement, and are therefore solely responsible for any potential compensation to the customer. On this basis, any complaints from a customer regarding an independent company will be passed on to the company in question by B&B HOTELS within seventy-two (72) working hours.

B&B HOTELS and hotels are insured with insurance companies that are known to be solvent in respect of their professional liability. The Customer or the User should notify the hotel of any

issues during their stay in order to limit any potential prejudice.

## **ARTICLE 10. RESPONSIBILITY**

B&B HOTELS cannot be held liable if the non-performance or delay in the performance of one of its obligations described in these General Terms and Conditions results from a case of force majeure as defined by the jurisprudence of the French Courts.

The Customer or the User may be held liable by B&B HOTELS if they have previously notified the alleged breach by registered letter with acknowledgement of receipt and if B&B HOTELS has not responded within thirty (30) days from the receipt of this notification, which must take the form of a formal notice. In any event, B&B HOTELS can only be held liable in the event of proven fault.

Unless otherwise provided for in public policy, B&B HOTELS and/or the Hotel will not be held liable for any indirect damages caused hereunder, in particular business interruption, caused by a third party, or caused by the Customer or the User.

Under no circumstances may B&B HOTELS be held liable in the event of non-execution or poor execution of contractual obligations attributable to the Customer or the User, in particular when booking.

In any event, it is expressly agreed between the Parties that if B&B HOTELS were held liable in connection with the execution of these GTC, this liability would be limited to all losses and claims combined to the amount of the sums paid or remaining to be paid by the Customer or by the User for the reservation in question.

## **ARTICLE 11. FORCE MAJEURE**

The obligations contained herein will not be applicable or will be suspended if their execution has become impossible due to force majeure.

With regard to the contract, a force majeure event is one that is beyond the control of the service provider, one that could not have been reasonably foreseen upon entering into the contract and one that the effects of which cannot be avoided through appropriate measures that ultimately prevents the fulfilment of the obligation by the service provider.

If the hindrance is temporary, fulfilment of the obligation is suspended unless the resulting delay justifies the termination of the contract. If the hindrance is definitive, the contract is fully terminated and the parties are liberated from their obligations under the Terms and Conditions as defined in Articles 1351 and 1351-1 of the French Civil Code.

If a force majeure event occurs, B&B HOTELS will endeavor to inform the customer as soon as possible.

## **ARTICLE 12. PERSONAL DATA**

B&B HOTELS processes personal data, for which it is responsible. The Customer or the User is informed, on each of the forms for collecting personal data, of the mandatory or optional nature of the answers by the presence of an asterisk. Without information identified as mandatory, B&B HOTELS may not be able to register reservations, manage customer participation and manage customer complaints. The information processed is intended for B&B HOTELS , its entities, its service providers (and in particular online payment providers) and its Hotels.

The information collected is necessary for the management of these relationships and is intended for the relevant services of B&B HOTELS . All information on the management of the personal data of Customers and Users is available on the B&B HOTELS website under the Additional Privacy Policy section, accessible at the following address: </en/privacy-policy/france>

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## **ARTICLE 13. VALIDITY OF THE GENERAL CONDITIONS OF SALE**

Any changes to the legislation or regulations in force, as well as any decisions by the competent courts, that invalidate one or several of the clauses in these General Terms and Conditions of Sale will not affect their validity in its entirety. Such modifications or decisions do not in any way authorize the customer to disregard these General Terms and Conditions of Sale.

## **ARTICLE 14. MODIFICATION OF THE TERMS AND CONDITIONS**

These CGV apply to all reservations made remotely, on the Site, by a Customer or a Professional User.

These General Conditions of Sale are specifically dated and may be modified and updated by B&B HOTELS at any time. The applicable terms and conditions are those in force at the time of booking. Changes made to the CGV will not apply to bookings that have already been made.

## **ARTICLE 15. ASSIGNMENT OF THE CONTRACT**

Under no circumstances may these General Terms and Conditions be transferred by the Customer or by the User, whether free of charge or for a fee, without the prior written consent of the Hotel and/or B&B HOTELS.

## **ARTICLE 16. APPLICABLE LAW**

These General Terms and Conditions as well as the relations between B&B HOTELS and the Customer or the User are governed by French law.

## **ARTICLE 17. COMPETENCE**

In the event of a dispute, the Parties agree to take all reasonable steps to resolve their dispute amicably.

In the absence of an amicable settlement within a period of (thirty) (30) days from the notification of a dispute hereunder by either of the parties, the dispute may be submitted to the Paris Commercial Court to which the Parties attribute jurisdiction, notwithstanding multiple defendants or warranty claims, including for emergency procedures or conservatory proceedings, by interim measure or by application.



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