

# General Sales Conditions: Spain

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## 1. Legal Information.

For the purposes of the provisions of art. 10 of Law 34/2002 of July 11, on services of the information society and electronic commerce, the following information is provided to the recipients of the service and the competent bodies:

The B&B HOTELS Group company responsible for the services offered to customers in each of the hotels operating in Spain under the "B&B HOTELS" brand is:

### **B&B HOSPITALITY ESPAÑA, S.L.**

Calle Luis Pasteur, S/N (B&B HOTEL Madrid Aeropuerto T4), 28703, San Sebastián de los Reyes, Madrid.

N.I.F. B66209693

Registered in the Mercantile Registry of Madrid, volume 38485; folio 105; section 8; sheet M-684467.

Hereinafter, the commercial company indicated above will be referred to as "**B&B HOTELS**".

For clarification purposes, it is stated that the Spanish company of the B&B HOTELS Group is part of a larger group of companies, which, among others, depend directly or indirectly on the French company, FINANCIERE B&B HOTELS, a company established and subject to French law with registered office at 29 Boulevard Romain Rolland 92120 Montrouge, France, registered in the Mercantile Registry of Nanterre with number 448 178 533.

## 2. Reservation Management Procedure.

### 2.1. Obligations Prior to Contracting

In accordance with art. 27 of Law 34/2002 of July 11, on services of the information society and electronic commerce, these General Sales Conditions are duly published on the website (<https://www.hotel-bb.com/en/es>), in favor of the recipients of the service, where the following information is identified, including but not limited to:

- The steps to be followed to conclude the Contract.
- The type of file that the B&B HOTELS group will carry out on the contract relating to the service object of contracting by the recipients of the service and the accessibility that the latter will have to said documents.
- The technical means that B&B HOTELS makes available to the recipients of the service in order to identify and correct possible errors in the inclusion or introduction of their data during the contracting process.
- The language or different languages in which the service contract in question may be formalized.

For clarification, these General Sales Conditions will be applicable to all reservations made between B&B HOTELS and customers, through the B&B HOTELS Website and Mobile Application.

## **2.2. If you do not have a reservation at the hotel**

For further information regarding a stay in Spain, we are at your complete disposal via our Central Telephone Line on +34 900 533 147, or you may contact us through the web form by selecting the reason for contact 'Bookings' or 'General hotel request'.

You can also contact the reception of our hotels directly, available 24 hours a day, every day of the week.

To see the contact details, you can view the specific page of each of our hotels located in Spain.

To find out the sales conditions of our other B&B HOTELS in the rest of the world, please visit our website <https://www.hotel-bb.com/es/int>.

## **2.3. If you wish to reserve a hotel room**

### **2.3.1. Guaranteed reservation**

Your reservation will be 100% guaranteed, once you make the payment in cash for your stay directly at the hotel, or once you provide the details of a credit/debit card as a guarantee of the reservation (unless the bank details provided are incorrect).

Providing your credit/debit card details to guarantee your reservation does not imply charging for the reserved nights, but authorizes the managing company and hotel responsible to charge the amount of the first night in case of no-show, if the reservation has not been previously cancelled in accordance with the terms established in these General Sales Conditions (in the case of those reservations categorized as "refundable").

Once the reservation is guaranteed by any of the means indicated in this section, you will be provided with the identification number of the same by the email provided to the hotel.

### **2.3.2. Reservations with discounts and/or promotional offers**

These offers, available only on the official website [www.hotelbb.com](http://www.hotelbb.com), the Mobile Application or through the intermediary agents of B&B HOTELS ("Operators"), are non-cumulative, non-cancelable, non-refundable, or modifiable offers (whether related to accommodation or any additional service).

As these are reservations with a "non-refundable" policy, unless expressly mentioned in the conditions of the offer, 100% of the total reservation will be charged at the time of making it, and under no circumstances will the amount corresponding to each reservation of this type (whether accommodation or any additional service included) be returned, either partially or totally.

In case of no-show by the customer, on the scheduled date of entry, and even if the customer has informed the hotel by any means, the reservation will be fully cancelled, and the hotel will be entitled to retain and own the total amount charged as cancellation fees and damages.

In the event of a no-show by the customer, on the date scheduled for the start of their reservation, at that time, the establishment's obligation to reserve the accommodation will

cease, when it is not occupied within the agreed period, unless, within said period, the customer confirms their arrival unequivocally.

### **2.3.3. Reservations for groups**

Reservations for more than 4 rooms will be considered group reservations and may be subject to special conditions and/or supplements, depending on the offer applicable at any given time.

### **2.3.4. Booking procedure on the Website ([www.hotelbb.com](http://www.hotelbb.com)) and Mobile Application**

The procedure to follow to make reservations at our hotels is:

1. Search for the hotel, selecting the occupancy, room type and desired rate. The information will be available in Spanish, and in other additional languages that the Website and the Mobile Application allow.
2. Select additional services (extras) such as breakfast, late check-out, etc., unless this extra service is already included in the rate mentioned in point 1, according to the offer applicable at any given time.
3. Verify the details of your reservation, the total price and the specific related conditions (room, rate and/or complementary services). Once this has been verified, proceed to enter the details of the guests.
4. Proceed to fill in your bank card details (only credit/debit cards are valid; the person staying must be the holder of said card; in any case, American Express is not accepted as a guarantee for reservations). Carefully read and subsequently accept these General Sales Conditions, the specific sales conditions of the reserved rate and finally validate your reservation.
5. B&B HOTELS will confirm the acknowledgment of receipt with the immediate sending of an email to the customer specifying: the contracted offer, the reserved complementary services, the reservation dates, the rate, the total and itemized price, the sales conditions related to the selected rate (accepted by the customer), the information related to the Customer Service, in addition to the address of the hotel to which to send any complaint.

### **2.3.5. Booking procedure via the “Direct Booking” Service**

In addition to the usual booking channels available on the official B&B HOTELS website, we offer our customers a personalised telephone service called “Direct Booking”, which allows them to make accommodation reservations at B&B HOTELS in Spain and Portugal through the phone numbers indicated on each hotel’s page on [hotelbb.com](https://hotelbb.com) or via the national toll-free numbers provided for Spain (+34 900 53 31 47) and Portugal (+351 800 915 501), available in the “Contact” section of the official website [hotelbb.com](https://hotelbb.com).

This service is exclusively for managing room bookings at B&B HOTELS in Spain and Portugal. It does not provide tourist advice, changes/cancellations of bookings made through other channels, or assistance with invoicing or loyalty programmes. Group bookings (more than 4 rooms) will not be handled by this service and will be referred to the specialised department for such requests.

Customers may submit complaints, claims or report incidents through any of the channels mentioned above. Once submitted, the customer will receive an identification code (incident number) and written confirmation of the registration.

Service hour:

- Spain: Monday to Friday, from 9 a.m. to 9 p.m. (local time). In Spain, telephone service is available on weekends from 10 a.m. to 10 p.m. (local time).
- Portugal: Monday to Friday, 09:00 to 18:00 (local time).

To adapt the service to seasonal demand or technical and operational needs, B&B HOTELS may modify the telephone support hours or the communication channels available. Any changes will be announced in advance on the website. Likewise, such updates will be immediately reflected in these General Terms and Conditions of Sale.

### **2.3.6. If you wish to cancel or modify your reservation**

In accordance with art. 103 of the General Law for the Defense of Consumers and Users and other complementary laws, approved by Royal Legislative Decree 1/2007, of November 16, resulting from the modifications introduced by section twenty-eight of the single article of

Law 3/2014 of March 27, which modifies the consolidated text of the General Law for the Defense of Consumers and Users and other complementary laws, approved by Royal Legislative Decree 1/2007, of November 16, the reservation services offered by B&B HOTELS to its customers are not subject to the right of withdrawal contained in said law, as they are expressly excluded from this legal figure, among others, the following services: "c) the supply of goods made according to the consumer and user's specifications and clearly personalized, and l) the supply of accommodation services for purposes other than serving as housing, transportation of goods, rental of vehicles, food or services related to leisure activities, if the contracts provide for a specific date or period of execution."

Unless otherwise provided in the reservation conditions or in the publication of specific offers with discounts and/or promotional offers, the cancellation conditions are as follows:

- For reservations with a "**flexible**" rate, these may be cancelled without charge up to 6:00 p.m. on the day before the scheduled date of entry of the customer at the hotel in question. To cancel the reservation, you must expressly communicate the intention to cancel, contacting the hotel directly by phone and/or email. At that precise moment, you will receive confirmation of your cancellation. In case of later cancellation, the hotel will charge the amount corresponding to the first night on the credit/debit card provided as a guarantee, as cancellation fees and the rest of the nights will be cancelled.
- Reservations with a "**semi-flexible**" rate may be modified and/or cancelled without charge up to 3 days before (6:00 p.m.) the scheduled date of entry. In case of cancellation with this notice, fifty percent (50%) of the total price of the contracted stay will be refunded, if cancelled in the period between 6:00 p.m. on the 3rd day and 6:00 p.m. on the day 1 prior to entry. From the deadline, then 100% will be charged in case of no-show.
- Reservations with a "**non-refundable**" rate cannot be modified or cancelled and under no circumstances will this amount be refunded (whether for accommodation and/or any additional service).
- The themed promotions of the B&me Loyalty Program with a '**refundable**' policy (excluding the B&me Welcome Offer rate), and unless expressly mentioned in the

conditions of the offer, may be cancelled without charge up to 21 days before the Customer's entry into the hotel in question (specifically until 6:00 p.m. on that day 21 prior to entry). To cancel the reservation, you must expressly communicate the intention to cancel, contacting the hotel directly by phone and/or email, as indicated in section 2.2. At that precise moment, the Customer will receive confirmation of their cancellation. In case of cancellation after 21 days, the hotel will charge the amount corresponding to 100% of the reservation on the credit/debit card provided as a guarantee during the reservation process, as cancellation fee.

For any extension of the stay, you must contact the hotel reception before 12:00 p.m. to obtain information on availability. If the extension of the stay is possible, you must immediately pay the amount of the room and access to it will be extended.

For any interruption of your stay:

- In the case of "refundable" reservations, you must notify the hotel before 6:00 p.m. on the previous day. The refund will be processed (using the same payment method provided), of the proportional part of the cancelled stay.
- No refund will be made in the case of "non-refundable" reservations or with discounts or promotions (these being non-refundable per se).

#### **2.3.7. No-show**

- In the case of reservations with a "**flexible**" rate, no-show without prior notice will result in the immediate charge of the amount corresponding to the first night on the credit card provided as a guarantee, as cancellation fees, and the rest of the nights will be cancelled.

- In the case of reservations with a "**semi-flexible**" rate, they may be modified and/or cancelled without charge up to 3 days before (6:00 p.m.) the scheduled date of entry. From then on (3 days until the check-in date) 100% will be charged and in case of no-show, nothing will be returned to the customer.

- In the case of reservations with a "**non-refundable**" rate, unless expressly mentioned in the conditions of the offer, 100% of the total reservation will be charged at the time of making it, and under no circumstances will that amount be refunded (accommodation and any additional service included).

Therefore, in case of no-show by the customer, on the scheduled date of entry, and even if the hotel is notified by any means, the reservation will be fully cancelled, and the hotel reserves the right to retain and own the total amount charged as cancellation fees, and damages, in accordance with the provisions of this clause.

#### **2.3.8. Price**

The prices are indicated previously and during the reservation of the rooms on the Website and the Mobile Application. The prices are per room, for the number of people, types, dates and selected hotel.

The prices confirmed to the customer include all taxes (except the tourist tax) and will only be valid for the duration indicated on the Website. Unless otherwise indicated, the services and/or complementary services (breakfast, parking, etc.) will not be included in the price, said services will be detailed with their price separately.

The tourist tax will never be included in the reservation (neither in "refundable" reservations, nor in "non-refundable" reservations) and must be paid directly at the hotel on the day of arrival. The tourist tax may vary depending on the city and/or country, the hotel's practice being subject to the State or Regional Legislation applicable in each case (currently in Spain, it is only valid in the Balearic Islands and Catalonia, however, it may be subject to variation in accordance with the modifications that may arise on the applicable regulations in each case).

The prices shown have the VAT of the reservation date applied. Any change in accordance with the legislation in force at any time, in the type of VAT applicable, will be automatically passed on to the price indicated at the time of invoicing the stay according to the date of arrival.

Any modification or introduction of a new law or regulation imposed by the competent authorities will be automatically passed on to the price indicated at the time of invoicing the reservation (day of arrival).

#### **2.3.8.1 Best Price Guaranteed**

All reservations made on the website [www.hotelbb.com](http://www.hotelbb.com), through our contact center service and/or through our B&B HOTELS app will show the best price, offering the guarantee that, if a cheaper price is found on another website, on the website [www.hotelbb.com](http://www.hotelbb.com) itself, in the contact center service or in the B&B HOTELS app, we will match it.

- From the website [www.hotelbb.com](http://www.hotelbb.com): If after the reservation you find a rate (without applying additional commercial promotions or discounts) cheaper on [www.hotelbb.com](http://www.hotelbb.com), in the contact center service and/or in the B&B HOTELS app, at any time and up to 72 hours before check-in, we will match the rate.
- From any other website: If you find a cheaper online price (without applying additional commercial promotions or discounts) within 24 hours of having made the reservation at B&B HOTELS and up to 72 hours before check-in, we will match the rate.

In those cases, in which the conditions described above are met, the customer may contact B&B HOTELS through the web contact form selecting the contact reason "Reservations" and selecting the affected hotel.

The request will be processed, and a response will be given within a period not exceeding 72 working hours.

In the event that the resolution is favorable, the price will be matched and the corresponding refund will be made.

#### **2.3.9. Payment**

Online payment will be made by credit/debit card (only Visa, Visa Electron, Maestro and/or Mastercard are accepted) and through a secure payment system. The customer will be asked for the digits of their credit/debit card, as well as the expiration date and the CVV

(numbers located on the back of the card). The person staying must be the holder of said card, and in reservations for more than one person, at least the holder of the card making the reservation for all of them, if applicable, must be one of the people staying.

Any irregularity detected in the payment or form of payment -even after the total payment has been made-, non-payment, incomplete or fraudulent payment, or evidence of illegal activity related to this, for a reason attributable to the customer or in connivance with a third party, or for contravening the guidelines and orders of any public body, as well as the police and/or civil guard, will entail the full cancellation of the reservation at the customer's expense, without prior notice, and without prejudice to the possibility of exercising any civil or criminal actions against them.

Once the reservation is confirmed and the online payment is made, the customer will receive a detailed confirmation email, which will serve as proof of payment of the reservation, to the email address provided. Proof of payment of the reservation will be provided directly at check-in. In the case of "non-refundable" reservations, the signature of the guarantee cardholder where the payment has been made will be requested.

The confirmation constitutes the agreement between the parties, reflecting the faithful contract signed between the parties for the purpose of contracting the service where its specific conditions are established and these General Sales Conditions make up the framework where all the terms and conditions related to the service object of contracting by the clients are established.

The invoice will be sent in electronic format to the email provided by the customer at the time of booking; if the customer wishes to have an invoice printed on paper, they must expressly request it at the hotel where they stayed. You can request a detailed invoice of the amount of your stay, including the tourist tax (if applicable).

No payment will be accepted with American Express and Diners cards (neither as a guarantee, nor in the payment upon arrival).

An invalid credit card automatically implies the cancellation of the reservation under the same terms as those provided for irregular fraudulent payment.

In accordance with the modifications made by article eighteen of Law 11/2021 of July 9, on measures to prevent and fight against tax fraud, on art. 7 of Law 7/2012, of October 29, on the modification of tax and budgetary regulations and the adaptation of financial regulations to intensify actions in the prevention and fight against fraud: operations in which any of the intervening parties acts as a businessman or professional, with an amount equal to or greater than 1,000 euros or its equivalent in foreign currency, may not be paid in cash at the hotel reception.

However, the aforementioned amount or monetary limit will be 10,000 euros or its equivalent in foreign currency when the payer is a natural person who justifies that they do not have their tax domicile in Spain and does not act as a businessman or professional.

For the purposes of calculating the amounts indicated in the previous section, the amounts of all operations or payments in which the delivery of goods or the provision of services may have been divided will be added together.

Cash shall be understood as the means of payment defined in article 34.3 of Law 10/2010, of April 28, on the prevention of money laundering and the financing of terrorism.

### **3. Claims.**

In the event of a suggestion, complaint and/or disagreement with the services provided in any of our hotels in Spain, you should contact the hotel where you are staying directly or do so through the contact form indicated below, selecting the contact reason "complaints": [contact page](#).

### **4. Responsibility.**

B&B HOTELS cannot be held responsible for the lack of execution or poor execution of the reservation in case of force majeure, for events attributable to a third party, for events attributable to the customer, for Internet network failures or in case payment is refused by the bank of the cardholder.

The use of candles and/or flammable elements in the rooms and, in general, in our facilities is prohibited.

Any direct and/or indirect damage or defects caused in violation of this prohibition will be charged to the person who caused them.

Customers, as hotel guests, are subject to the rules of coexistence and regulations established in the regulations for the use of B&B HOTELS facilities, which can be consulted in accordance with the Legal Notice and regulations for the use of the facilities that are located through the following link: [Internal Regulations](#).

In turn, customers are provided with access to the corporate social responsibility and CSR commitment of the B&B HOTELS group, through the following link: [B&B HOTELS CSR Manifesto](#).

## **5. Hotel Stay.**

Unless expressly provided otherwise prior to contracting, the use of the reserved room will be from 2:00 p.m. on the first day of the reservation, until 12:00 p.m. on the last day (of the last day of the reservation).

Only animals will be accepted in B&B HOTELS hotels that indicate this in the detail of the specific contracting services, and must strictly adhere to the rules contained therein. This service will have an additional cost to be consulted. The owner of the animal will be directly responsible for any damage, annoyance or damages caused by it, either in the hotel or against third parties, guests, employees or guests of the hotel, the hotel reserving the right to terminate the customer's stay, if the pet disturbs other guests staying, without the right to any claim or compensation by the customer, and immediately. Likewise, the amount of any damage caused during the stay will be charged immediately to the customer.

Assistance dogs for blind or deaf people and similar assistance dogs accompanying disabled people are welcome in B&B HOTELS at no extra charge. These dogs are allowed in all public areas of our establishments, including restaurants. 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.

Depending on the applicable regulations, the hotel may request the completion of a police form at the time of check-in.

For this purpose, you will be asked to present an identity document in order to verify whether or not you must complete the form.

The customer agrees to use the room in a responsible manner according to its purpose.

Any behavior contrary to morality and public order will lead to the hotelier requesting that you leave the establishment without any compensation or refund (if you have already paid for the stay).

B&B HOTELS offers free WI-FI access. The customer agrees not to use their electronic devices for the reproduction, representation, supply or communication to the public of any property protected by copyright or any similar right, without the authorization of the owners thereof or in violation of their rights.

For access to the WI-FI network, B&B HOTELS will provide customers with access codes, as well as instructions for using the network, as necessary.

For any incident that may arise with the use of the WI-FI network, please contact the hotel reception, so that B&B HOTELS can offer an alternative or solution as soon as possible.

## **6. Overbooking and Eviction in case of force majeure.**

The hotel reserves the right to totally or partially relocate customers to a hotel with an equivalent category, depending on availability, only and exclusively in the event that the reserved accommodation is not available ("overbooking") due to causes or events attributable to the hotel.

Any extra cost (whether in accommodation and/or transportation) between the two hotels will be assumed by the hotel initially reserved, releasing the customer from any additional cost for these purposes.

B&B HOTELS will not have any responsibility in case of non-compliance with its obligations as a consequence of an event of force majeure.

Cases of force majeure or fortuitous event are those habitually recognized by the jurisprudence of Spanish courts and tribunals.

In this case and whenever possible due to availability, B&B HOTELS will make its best efforts to totally or partially relocate customers to a hotel with an equivalent category contracted.

## **7. Modification of the General Conditions.**

B&B HOTELS reserves the right to modify or complete, at any time, partially or totally, these General Sales Conditions, without prior notice.

In this case, the new version of the General Sales Conditions will be available through the Website and Mobile Application.

## **8. Applicable Law.**

These terms and conditions are subject to Spanish law.

In case of conflict in the application of the established rules, which may be understood as contradictory to the applicable state or regional regulations, B&B HOTELS undertakes to apply the legislation in force.

## **9. Litigation.**

### **9.1. With regard to consumers**

In case of dispute, the consumer 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 customer'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 for the purposes of these General Sales Conditions, may use, free of charge, the Consumer Arbitration service in order to resolve any disputes that may arise in connection with these General Sales 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 consumers, except where specifically provided for by applicable law.

## **9.2. With regard to professionals**

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

For the resolution of any dispute relating to this General Sales 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 Sales Conditions shall be the Courts of the city of Madrid.