

## GENERAL TERMS & CONDITIONS FOR SUBSCRIPTION TO THE BUSINESS PLUS MEMBERSHIP PROGRAMME

These general conditions of subscription set out the Business Plus Membership Programme (hereinafter “**the Programme**”), how it works, and the conditions applying between Members and ACCOR SA regarding Programme subscription.

As stated conditions may be amended at a later date, the applicable version is the one available on the website.

ACCOR SA (hereafter “**ACCOR**”), a limited company listed in the French Trade & Companies Register of Nanterre under number 602 036 444, having its registered office at 82, rue Henri Farman - 92130 Issy-les-Moulineaux - France.

### 1. DEFINITIONS

**Check-in:** arrival date at the hotel.

**Check-out:** departure date from the hotel.

**Account Manager:** person authorised to act in the name and on behalf of the company subscribing to the Programme and purchasing Business Plus cards for use by its employees.

**Member:** person who has subscribed to the Programme either directly or indirectly.

**Partner:** company outside the Accor group participating in the Programme by offering discounts on some of its services.

**Individual:** Member who does not use the Business Plus card for business purposes.

**Professional:** Member who uses the Business Plus card for business purposes.

### 2. PROGRAMME CHARACTERISTICS

#### 2.1. Purpose

The purpose of the Programme offered by ACCOR SA is to provide Members with the benefits described below during their stay at Accor hotels participating in the Programme or at Programme Partners.

The Programme applies only if so permitted by legislation in the Member’s country of residence. Should that not be the case, membership will be null and void.

#### 2.2. Hotels participating in the programme

The hotels participating in the Programme are properties owned by the brands Sofitel, Pullman, MGallery, Grand Mercure, Novotel, Novotel Suite, Mercure, Adagio (including Adagio Access & Hipark by Adagio), Ibis, Ibis Style and The Sebel, with specific exceptions described here: [https://all.accor.com/gb/loyalty-program/user/hotels\\_exception.shtml](https://all.accor.com/gb/loyalty-program/user/hotels_exception.shtml)

Programme benefits will no longer be valid after the date on which the property leaves the network or terminates its participation.

### **2.3. Programme benefits**

The rules for the granting of Programme benefits are tied to the validity of the Member's Business Plus card on the date of the stay (Check-in date).

To be entitled to discounts and benefits, the Member must present their card while booking-in at the hotel reception desk, or provide their membership number in the event that they have not yet received their card.

#### **2.3.1 Preferential rates at hotels**

The preferential rate to which the cardholder is entitled comprises a discount which applies to the Member's accommodation expenses plus one other room at the same hotel and on the same date (i.e. no more than two rooms invoiced and paid for by the Member), provided that the Member stays in one of the stated rooms. These benefits are described in more detail under the "Our membership cards" tab at [Business Travel](#). Once Business Plus Members register their membership number on our hotel booking site <https://www.all.accor.com> they shall have access to discounted rates through the Business Plus icon which helps differentiate between standard pricing and Business Plus pricing.

Business Plus rates, which can vary depending on the hotel brand participating in the Programme, are as follows:

- on weekends, up to 20% discount on the best current rate with no conditions (rate subject to change and may be withdrawn) and
- during the week (Sunday night to Thursday night), up to 15% discount on initial full price rate.

For more information, Members can call the following non-premium rate numbers: 01 56 20 29 29 (local number) and +61 2 80 23 85 83 (international number).

#### **2.3.2 Preferential rates at Partner properties**

The Member is entitled to preferential rates at the Partner properties described under the "Our membership cards" tab at [Business Travel](#).

#### **2.3.3 Services at the hotel**

The Member is entitled to the following benefits and services during their stay at hotels participating in the Programme:

— **Guaranteed room availability** if the reservation is made before 12 noon (hotel local time) and at least three days before the planned arrival date (*for “8 nights and more” for Suite Novotel; at least four nights at Adagio (excluding Adagio Access) and at least 7 nights at the following Hotels: Les Cures Marines Trouville Hôtel Thalassa sea & spa – Mgallery by Sofitel, Mercure Fréjus Thalassa sea & spa, Novotel Dinard Thalassa sea & spa, Novotel île d’Oléron Thalassa sea & spa, Novotel Le Touquet Thalassa sea & spa, Sofitel Biarritz Le Miramar Thalassa sea & spa, Sofitel Golfe d’Ajaccio Thalassa sea & spa, Sofitel Quiberon Diététique, Sofitel Quiberon Thalassa sea & spa, La médina Essaouira Hôtel Thalassa sea & spa – Mgallery by Sofitel, Pullman Timi Ama Sardegna, Sofitel Agadir Thalassa sea & spa, Sofitel Bahreïn Zallaq*).

This guarantee applies only for the Member’s room.

If the hotel is unable to honour this availability guarantee, it undertakes to find the Member alternative nearby accommodation at another hotel belonging to the Accor group. Should that not be possible, and in the event of alternative accommodation at a hotel not belonging to the Accor group, the hotel will reimburse the Member, upon presentation of supporting invoice, any difference in cost of the first night’s accommodation in addition to any transport costs incurred.

This availability guarantee applies to all hotels participating in the Programme, with the exception of the following properties: Mercure Courchevel, Mercure Chamonix les Bossons, Mercure Les Deux Alpes 1800, Mercure Chamonix Centre, Mercure Saint Lary Sensoria, Mercure Les Arcs 1800, Mercure Brides Les Bains Grand Hotel des Thermes, Ibis Hyères Thalassa sea & spa, Ibis le Touquet Thalassa & spa.

Should there be exceptionally high demand for accommodation at the chosen destination due a special event (see unavailable dates at: <https://all.accor.com/gb/loyalty-program/bod.html>), the Member will not be entitled to any benefits under the Programme.

In the last quarter of each year, the official calendar of unavailable dates for the following year will be provided to Members via the aforementioned link. To ensure that they benefit from the availability guarantee, the Member must always request this during their reservation.

**Caution:** This offer is not available in conjunction with any other offer mentioned in 2.3.1.

— **The option of keeping the room until 4 p.m.** at no extra charge on the check-out date at all hotels participating in the Programme, with the exception of Thalassa Sea & Spa hotels, subject to availability and provided that the request was made to the hotel reception desk during check-in.

It should be noted that the Business card is not a late-arrival guarantee. To guarantee such late arrival, the Member must provide a credit card number at the time of reservation.

— **10% discount on food and drinks**, only in ibis and ibis Styles hotel restaurants. This discount does not apply to items from the minibar or room service.

### 3. PROGRAMME SUBSCRIPTION

### 3.1. Terms of subscription

Subscription is open to any natural person or legal entity with the legal capacity to enter into a contract.

Programme subscription is conditional upon payment of an annual fee by the person wishing to subscribe.

An individual email address is mandatory to join the Programme. No two Members may share a single email address.

Legal entities registered in the European Union must enter their intra-EU VAT number and are solely responsible for providing this to ACCOR SA.

Failure to do so or in the event of error, such entities may be charged French VAT on the cost of the Business Plus card.

Legal entities outside the European Union do not have to provide an intra-EU VAT number but must confirm that they are indeed subject to VAT in their country of residence and that they are acting for business purposes. They do so under their sole responsibility.

If that assertion is inaccurate or erroneous (place of residence or business status), the said legal entities may be charged French VAT.

The Account Manager undertakes to bring these general terms and conditions of subscription to the attention of his or her employees and to have obtained their agreement thereto prior to any subscription.

### 3.2. Subscription processes

#### 3.2.1 Processes for subscription as a natural person

Subject to compliance with the conditions set out in Article 3.1, Programme subscription may be done:

- on site: at the reception desk of a hotel participating in the Programme,
- online: at [Business Travel](#).

To subscribe the natural person will have to provide the elements required (first and last name, email address, postal address, telephone number and language of communication from a choice of French, English, German, Spanish, Italian, Portuguese and Dutch). They must also accept these terms and general conditions of Programme subscription.

Natural persons must then pay the amount of their subscription, excluding any temporary promotional offers or specific local terms mentioned on the subscription form.

Payment is made by secure payment via payment card (Visa, MasterCard, American Express) at the time of registration or upon receipt of the subscription confirmation email.

On issue of registration and after validation of the fee payment by ACCOR SA, the new Member will receive an email at the address they have entered, confirming their subscription and providing their card number so that they will be entitled to Programme benefits before physically receipt of the Card.

In the event of loss of the subscription confirmation email, the Member is asked to contact customer service via the “Contact” section under the “Our membership cards” tab at [Business Travel](#).

If the Individual Member subscribes via the website, they will be informed that in accordance with Article L.221-18 of the French Consumer Code, they have a right of withdrawal which they may exercise within 14 calendar days of subscribing, provided that they have not taken advantage of any of the Programme’s benefits prior to the expiry of that deadline. To exercise this right, the Individual must complete the withdrawal form in Appendix 1 and return it by registered mail with proof of receipt to the following address: ACCOR SA, 82, rue Henri Farman - 92130 Issy-les-Moulineaux.

Reimbursement of sums paid by the Individual will be made no later than 14 days from receipt of the withdrawal form by ACCOR SA.

### 3.2.2 Processes for subscription through an Account Manager

To subscribe his or her employees to the Programme and its benefits, the Account Manager must complete the form available at: [Business Plus Form](#). The Account Manager must order a minimum of five cards to be eligible to subscribe to the Programme.

The annual subscription fee must be settled within seven days of receipt of the purchase order.

In entitling employees holding a Business Plus card to the Programme’s benefits, the Account Manager must pay any fees, taxes and social security contributions for which the Account Manager may be liable in respect of this reward, which may constitute benefits in kind, and guarantee to ACCOR SA that this has been done.

#### 3.2.2.2. Ordering additional cards

The Account Manager may order additional cards throughout the year by submitting a new, duly completed electronic purchase order accompanied by the requests for additional cards and the corresponding payment.

The expiry date of the additional cards will be the same as that of the cards in the initial order. The cards’ validity period cannot be less than three months. Any order for additional cards must therefore be placed with the ACCOR SA sales contact up to three months prior to the expiry date of the cards initially ordered. This maximum period also takes into account receipt of payment by ACCOR SA.

The cost of the additional cards is calculated *pro rata temporis* and takes into account the total number of cards ordered and still valid (initial order and additional order(s)). Note that no refund will be issued for the amount paid for previously ordered cards: the unit price of the existing set of cards will not be reassessed.

### 3.3 Customer accounts

Customer accounts are strictly personal. They are created and used under the sole responsibility of the Member.

The customer account may be used to:

- view details of the membership and stay history and renew the membership if necessary;
- be recognised at [Accor](#) or on mobile services;
- enter stay preferences, personal preferences and favourite brands and destinations;
- view reservation history and make changes to current reservations if necessary;
- subscribe to the newsletters of Accor, All and Accor hotel brands, and review newsletter subscriptions;
- access personalised offers and services.

## 4. CARD RECEIPT, USE AND REALLOCATION

### 4.1. Receipt

Once Programme subscription is finalised, the card will be mailed to the Member within approximately three weeks of approval by ACCOR SA of the corresponding full payment.

When membership is arranged through an Account Manager, the cards will be sent per the above process to the address shown on the purchase order. It is up to the Account Manager to then distribute the cards to the persons concerned.

### 4.2. Use

To enjoy the card's benefits, the Member must provide their card number whenever they make a reservation and present their card on arrival at the hotel (or their Member number if they have not yet received their card). Compliance with these provisions is a condition for the granting of Programme benefits.

A Member may not accumulate benefits under different programmes for the same stay.

The named card is solely for that Member; it cannot be sold, loaned or transferred. It does not constitute a means of payment and does not guarantee the reservation. Each Business Plus card includes the name of the Member (if a natural person) or the Member and their employing company (if they subscribe via an Account Manager), the individual identification number and the expiry date.

Each member may hold one Business Plus card only.

The Business Plus card can only be used by the Member whose name appears on the card. The Member must not disclose their card number or password of their customer account to any third party. The Member acknowledges that they have reviewed the details of their customer account and is responsible for all transactions into and out of their account.

#### 4.3. Reallocation of cards at the request of the Account Manager

When an employee Member leaves their company, the Account Manager may request the cancellation of their card and the reallocation of a card for another employee at no additional cost. The Account Manager must submit a duly completed card reallocation request.

The request must be submitted within a maximum period of 90 days before the expiry date of the cards initially ordered.

The expiry date of the new card will be the same as that of the cards included in the initial order. Once the card is re-allocated, the previous employee Member will no longer be entitled to any of the Programme's benefits and services.

### 5. PROGRAMME INFORMATION

Members can obtain all information related to their Programme subscription via their customer account at [Business Travel](#).

All Members agree to receive via email Programme-related electronic marketing communications.

If the Member no longer wishes to receive marketing emails related to "Accor Business Travel", they may unsubscribe from these sales offers by clicking the unsubscribe link at the bottom of the email, without this affecting their membership. The Member will however continue to receive marketing communications related to the Programme.

Any change of email or mailing address, name, or other information that may be necessary must be made as soon as possible by the Member in their customer account at [Business Travel](#).

### 6. RENEWAL AND TERMINATION PROCEDURES

Programme subscription is for a minimum period of one (1) year.

#### 6.1. Renewal

##### 6.1.1 By the Member

The Member may renew their Business Plus card and pay the corresponding subscription either at the hotel, or directly online from their customer account at [Business Travel](#) at least one month prior to their membership expiry date. Subscription will then be renewed for a period of twelve (12) months.



### 6.1.2 By the Account Manager

When the cards are renewed by the Account Manager, the cost per card is calculated based on the total number of cards held at the time of renewal.

The renewal order must cover a minimum of five cards.

All cards ordered at the time of renewal will be valid for twelve (12) months.

The Account Manager must complete a new online purchase order form available at: [Business Plus Form](#). The Account Manager must also mention requests for any new beneficiary employees and make the corresponding payment.

### 6.2. Non-renewal

Once the card has expired, the Member will no longer be entitled to any of the card's benefits and services.

### 6.3. Termination initiated by the Member or Account Manager

The Member or Account Manager may decide at any time to terminate a membership by requesting help either through the website or the ACCOR SA sales contact, on the understanding that the cards issued may not give rise to any refund, full or in part, even if the card has never been used. This subscription termination implies complete withdrawal from the Programme and the definitive termination of any relationship between ACCOR SA and the Member, or between ACCOR SA and the Account Manager.

### 6.4. Termination initiated by ACCOR SA

Any use of the Business Plus card that is contrary to these general terms and conditions of subscription may be penalised by the immediate cancellation of the card and its benefits, and the closing of the account, without this giving rise to any claim for compensation by the Member or Account Manager, in any capacity whatsoever. In the event that the Member's or Account Manager's bank rejects the fee payment, ACCOR SA has the right to close the account, without this giving rise to any claim for compensation by the Member or Account Manager.

Any breach of these general terms and conditions of Programme subscription by a Member, any misuse or fraudulent use, any falsification of information provided and any injurious conduct as described in Article 7 may result in termination of the Member's Programme membership without notice or compensation. This termination shall be without prejudice to Article 1226 of the French Civil Code and to any potential action by ACCOR SA.

## 7. MEMBER RESPONSIBILITY

The commitments or rules by which the Member must abide under penalty of exclusion from the Programme are as follows:



- compliance with the internal rules of the hotels participating in the Programme;
- presentation of the Member's card and/or Member number at the time of reservation and on arrival at the hotel;
- no loaning or transfer of their card to a third party;
- in the event of loss or theft, the Member must inform ACCOR SA using the "Contact" section under the "Our membership cards" tab at [Business Travel](#) or through their customer account.

## 8. PROTECTION OF PERSONAL DATA

The data collected is processed by Accor, which is responsible for data processing and whose registered office is located at 82 rue Henri Farman, 92130 Issy Les Moulineaux, France, as part of the Programme's subscription and management, as well as the management of claims and sending of information and marketing communications for business development and Programme participation purposes. Fields marked with an asterisk are mandatory. If these fields are not completed, the Member will not be fully entitled to the Programme's benefits. This information is intended for Accor and its subsidiaries (including ACCOR SA, which is in charge of managing the Programme) and commercial and contractual partners (service providers, car rental companies, hotels, etc.). It will be protected as described in the Personal Data Protection Charter, which can be accessed under the "Personal Data" tab at [Business Travel](#).

Depending on the circumstances, Members' data may be transmitted for the above-mentioned purposes to recipients located in countries outside the European Union that do not have an adequate level of protection, namely the Group's entities and hotels, or to service providers involved in the payment of the annual membership fee, this transfer being necessary for the performance of the contract they have entered into with the data processing manager.

In accordance with the provisions of the French Data Protection Act of 6 January 1978, the Member has the right to access, query and rectify their data, the right to oppose for legitimate reasons that their personal data be processed, and the right to oppose that the data be used for business canvassing and particularly sales purposes. The Member may exercise these rights by writing to [data.privacy@accor.com](mailto:data.privacy@accor.com).

## 9. MISCELLANEOUS

### 9.1 QUESTIONS CONCERNING THE MEMBER'S ACCOUNT

For any complaints regarding the application of preferential rates at participating hotels or with Partners, the Member shall use the corresponding complaint form in the “Contact” section under the “Our membership cards” tab at [Business Travel](#).

## **9.2 ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS OF PROGRAMME SUBSCRIPTION**

Any Programme subscription implies unconditional acceptance by Members of these general terms and conditions of subscription.

In the event of subscription via an Account Manager, the Account Manager shall bear the burden of proof of acceptance by Members of these general terms and conditions of subscription.

These general terms and conditions of subscription prevail over any previous texts.

## **9.3 LANGUAGE**

These terms and conditions of Programme subscription and any communication relating to the Programme will be drawn up in French and translated into English, German, Spanish, Italian, Portuguese and Dutch.

In the event of contradiction with any foreign language version, the stipulations of the French version shall prevail.

## **9.4. APPLICABLE LAW AND COMPETENT JURISDICTION**

ONLY FRENCH LAW SHALL APPLY.

In the event of any dispute or litigation arising between a Member or an Account Manager and ACCOR SA in connection with these general terms and conditions, the parties undertake to seek an amicable settlement as a matter of priority.

In the absence of an amicable settlement between ACCOR SA and a Professional or Account Manager, said dispute or litigation shall be submitted to the competent courts in Paris.

In the absence of an amicable settlement between ACCOR SA and an Individual, said dispute or litigation shall be submitted to the competent courts in accordance with the provisions of the French Code of Civil Procedure or French Consumer Code.

## APPENDIX 1: WITHDRAWAL FORM

*Individuals must complete and return this form by registered letter with proof of receipt only if they wish to withdraw from the order placed on the [Business Travel](#) website and if they still possess the right of withdrawal.*

Date:

For the attention of ACCOR SA, 82, rue Henri Farman - 92130 Issy-les-Moulineaux:

I hereby notify you of my withdrawal from the contract related to the sale of the Business Plus card below:

Ordered on:

Name of Individual:

Address of Individual:

Signature of Individual: