



GENERAL TERMS OF SALE

ibis BUSINESS card 06/2017

1. FEATURES OF THE SCHEME

Pro-Fid, a simplified stock company with capital of €3,500,000, with its registered office at 2 rue de la Mare Neuve, 91000 Evry, France, and registered on the Evry trade and corporate register under number 433 825 650, is the company appointed to run the loyalty programme and membership card scheme for hotels in the AccorHotels group (hereafter referred to as the 'Operator'). Pro-Fid offers the ibis BUSINESS membership scheme (the 'Scheme') which lets its members (the 'Members') benefit from the advantages described hereafter when they stay in AccorHotels establishments participating in the Scheme. The Scheme is only applicable if the law in the Member's country of residence permits it. Where it does not, membership is null and void.

2. DEFINITIONS

Check-in : Date of arrival at the hotel.

Check-out : Date of departure from the hotel.

Client : Client who has not signed up to the General Terms of the Scheme.

Individual Member : Member not liable for VAT in their country and who does not purchase the ibis BUSINESS card for professional purposes.

Business Member : Member liable for VAT in their country and who purchases the ibis BUSINESS card for professional purposes.

Websites : refers to the websites accessed via the following URLs: www.ibis.com, www.accorhotels.com, or the services available using the 'AccorHotels' mobile application.

3. HOTELS PARTICIPATING IN THE SCHEME

The hotels participating in the Scheme (hereafter the 'Hotels') are establishments run under the ibis, ibis Styles and ibis *budget* brands; see '[hotels not participating in the Scheme](#)'.

The ibis BUSINESS card is not valid in China.

If a hotel decides to cease its participation after a Member's booking but before their stay, that Member will not benefit

from any service or benefit at the hotel. The special offers will cease to be valid after the date on which the hotel withdraws from the network or ends its participation, even if the booking was made before that date.

4. MEMBERSHIP OF THE SCHEME

4.1. Terms of membership

Individuals with the legal capacity to enter into a contract under the laws of the Member's country and with an email address are entitled to subscribe. Minors may not join the Scheme. Membership of the Scheme is subject to payment of a flat fee by the Member. Payment is made by banker's card only when subscribing via one of the websites or at the hotel (ibis, ibis Styles and ibis *budget* hotels). In case of payment failure, the Membership of the Scheme will not be considered valid.

The cost of membership applies in the conditions displayed in the Hotels or on the Scheme website, notwithstanding any one-off promotions or specific local terms. For a membership card sold in an ibis *budget* hotel to a guest staying at that hotel at the time, the Member will be eligible to a partial refund of the Membership cost.

The card is strictly personal and cannot be sold, lent or transferred. The ibis BUSINESS card bears the Member's name, individual identification number and its expiry date.

The card may only be used by the Member whose name features on the card. The Member must retain their card number and confidential password. The Member is responsible for all operations carried out via their account. An email address may be assigned to one account only.

Business Members resident in the European Union are required to provide Pro-Fid SAS with their intra-community VAT number. Where the intra-community VAT number is incorrect or missing, a Business Member resident in the European Union will be invoiced French VAT by Pro-Fid SAS, calculated on the basis of the price of the ibis BUSINESS card. Business Members from outside the European Union do not need to provide an intra-community VAT number but solemnly declare that they are subject to VAT in their country of residence.

If the declaration is incorrect or incomplete (place of residence or professional status), Business Members may be invoiced French VAT.

For more information on VAT identification numbers and the related regulations, please see the following websites:

http://ec.europa.eu/taxation_customs/vies/vieshome.do

https://ec.europa.eu/taxation_customs/business/vat/what-is-vat_en

In compliance with article L. 221-18 of the French consumer code, Individual Members are entitled to withdraw from the contract within seven (7) calendar days as from the day they take out membership at the hotel or, where they subscribe online, within fourteen (14) calendar days as from the day they take out membership via one of the websites, unless they have benefited from any of the Scheme's advantages before expiry of one or other of these cutoff dates, as applicable. To exercise this right to withdraw, Members should contact our customer service.

4.2 How to join the Scheme

4.2.1. In hotels in Europe

Clients may take out membership at the hotel reception during a stay at one of the hotels participating in the Scheme. Clients will provide all the mandatory information (full name, email address, postal address, telephone number and preferred communication language) required for membership. Payment can be made directly at the ibis, ibis Styles and ibis budget hotel.

Once Pro-Fid SAS has accepted payment, made by banker's card, the new Member will receive an email confirming their Membership number, sent to the email address they provided.

4.2.2. Via the websites

Clients can also apply for ibis BUSINESS membership using the form available on the websites. Clients will provide all the mandatory information (full name, email address, postal address, telephone number and preferred communication language) required for membership. They will also be required to accept these general terms of sale for the Scheme. At the end of the online subscription process and after validation by Pro-Fid SAS of online payment made by banker's card, the Member will receive an email confirming their membership and their membership number, sent to the email address they provided.

5. RECEIPT AND USE OF THE CARD

Once membership has been activated, Members may benefit from the Scheme's advantages:

- permanent reductions at ibis, ibis Styles and ibis *budget* hotels;
- recognition by AccorHotels websites and call centres when booking.

The ibis BUSINESS card is sent to Members at the time of activation.

To benefit from the Scheme, Members must indicate their membership number when booking and show the card when they arrive at the hotel (or quote their membership number if they have not yet received the card). To benefit from the Scheme, these requirements are imperative.

The ibis BUSINESS card is not a means of payment and does not guarantee booking. To guarantee a booking, Members must provide a banker's card number at the time of reservation. To retain membership of the Scheme, Members undertake to remain courteous under all circumstances during their stay.

In the event of loss or theft, the Member has to inform the Operator of the Scheme, via the 'Help and Contact' section on one of the websites.

6. RENEWAL OR TERMINATION

6.1. Renewing membership

Members can renew their ibis BUSINESS card in return for payment of the sum corresponding to the selected period (one year or two years), either at the hotel during a stay or online on one of the websites.

Members will no longer benefit from advantages and services if their card expires.

6.2. Termination by the Member

Members may decide to withdraw from the Scheme at any time. To do so, they should contact our customer service. It should be noted that cards issued cannot be refunded in part or in full, even if they are not used.

6.3. Termination by the Operator of the Scheme

In case of an abusive or fraudulent use of the benefits from the Scheme, or in case of a fraudulent use of the Membership system, or in the case a Member lends or allows a third party to use the benefits of the Scheme, the Operator of the Scheme has the possibility to end the concerned Membership.

6.4. Effects of termination of membership of the Scheme

Termination of membership automatically results in an end to all the Scheme's benefits and loss of Member status.

7. BENEFITS OF THE SCHEME

The Scheme's benefits can only be conferred if the Member's ibis BUSINESS card is valid on the date of Check-in. The Scheme's benefits are only granted to the Member if the corresponding hotel stay is eligible.

7.1. Preferential rates

At ibis, ibis Styles and ibis *budget* hotels, Members benefit from a 10% reduction on the best flexible price displayed at the hotel on that day, or on the full price, and a reduction of 5% on special deals from the ibis group available to the general public (advance booking, weekends, summer promotions, winter promotions, etc.), for a maximum of two rooms and on condition that the costs of all rooms are paid for personally by the Member at the time of their departure, at the latest, and on condition that rooms eligible for the Scheme's reductions are still available in the hotel selected by the Member (each hotel sets aside a certain number of rooms eligible for Member reductions).

Members also benefit from a 10% reduction on amounts spent in the participating hotel's restaurant and/or bar even if the Member is not staying at the hotel.

This reduction does not apply to payable options selected by Members at the time of booking (e.g. meal options – breakfast, restaurant meals – or options related to the stay such as early check-in, late check-out, etc.).

When booking as part of a promotional deal with special terms, such as mandatory pre-payment or no cancellation or amendment, Members must comply with the terms of

sale regarding price and, where applicable, authorise debit of their payment card. The net price including the reduction granted to Members is shown on the [ibis](http://ibis.com) and accorhotels.com booking websites.

The *ibis BUSINESS* scheme confers reductions and benefits in *ibis*, *ibis Styles* and *ibis budget* hotels only.

7.2. Services at the hotel

Members benefit from the following benefits and services during their stay in participating hotels, except for establishments in China:

- guaranteed room availability applies if the booking is made before 12:00 (local time at the hotel) at least two days prior to the arrival date. This guarantee applies to stays paid for at the *ibis BUSINESS* rate (excluding preferential rates on promotions open to the general public) and applies only to the Member's room.

If it is unable to honour this availability guarantee, the selected hotel can offer the Member accommodation, for the full or partial duration of their stay, in a hotel of an equivalent category, with the same type of services and subject to prior agreement from the Client. Any additional costs incurred for the room, transport between hotels and telephone calls will be covered by the selected hotel.

During periods when a special event leads to high visitor numbers at the selected destination, Members will not benefit from any of the Scheme's advantages. [An official calendar of unavailable dates is published for Members during the final quarter of every year, for the following year.](#) To make sure that they benefit from the availability guarantee, Members must specifically request it when booking.

A customer service helpline is available in five languages (German, English, French, Portuguese and Spanish) for all questions on the Scheme.

7.3. Status

For Members who also hold a Club AccorHotels loyalty card, being an *ibis BUSINESS* Member grants them immediate access to the Club AccorHotels scheme's Gold status, as defined in the general terms of use of the Club AccorHotels scheme at: <http://www.accorhotels.com/gb/leclub/pdf/terms-and-conditions.pdf>

8. INFORMATION ON THE SCHEME

Members can consult membership information in their customer account section of the AccorHotels.com website. All Members agree to receive commercial information, including Member-only promotions, in emails from the website.

If a Member no longer wishes to receive commercial information by email, they can unsubscribe from these messages at any time by clicking on the Unsubscribe link at the bottom of the email, with no impact on their membership. Members can go to their customer account section on the AccorHotels.com website to make any necessary changes to their email or postal addresses, names or other details.

9. DATA PROTECTION

The data collected is processed by Accor, a limited liability company with its registered office at 82 rue Henri Farman, CS20077, 92445 Issy-Les-Moulineaux, France, and listed on the Nanterre trade and corporate register under number 602 036 444, responsible for data processing as part of the management and operation of the Scheme (memberships, complaints, etc.).

This information is used by Accor SA, its subsidiaries (including Pro-Fid SAS, the 100%-owned subsidiary responsible for operating the Scheme) and its contractual and commercial partners (service providers, hotels, etc.) who require this information for the purposes of the Scheme. Our charter on [Personal Data Protection](#) describes how we protect this information.

For the aforementioned purposes, Members' data may, as appropriate, be transferred to countries that are not members of the European Union and that do not have an adequate level of protection, namely to Group hotels and entities, and to service providers involved in membership payments; this transfer is required to fulfil the contract entered into by the Member.

Compliant with the terms of the law dated 6 January 1978, amended in 2004, Members have the right to access, query and rectify their personal data and, for legitimate reasons, the right to oppose the processing of that data. Members also have the right to inform the entity responsible for data processing of the instructions applicable to management of their data after their death. To exercise these rights, Members can write to data.privacy@accor.com.

10. ACCEPTANCE OF THE GENERAL TERMS OF SALE OF THE SCHEME AND APPLICABLE LAW

Membership of the scheme implies the Member's unreserved acceptance of these general terms of sale. These general terms supersede all previous texts.

These terms and conditions of sale are governed by French law without obstructing the mandatory protective provisions that may be applicable in the consumer's country of residence. Pro-Fid SAS informs Members that, in the event of a dispute relating to these general terms, they may commence a conventional mediation procedure or any other procedure to settle the dispute.

After first referring to customer service and attempting to settle the dispute amicably, if no amicable settlement is achieved within 60 days of the date of referral, the Member may turn to the Tourism and Travel Mediator for hotels that are subsidiaries of and managed by the ACCORHOTELS Group and for franchise hotels that have opted to refer to the Tourism and Travel Mediator. Information (contact details and referral procedure) concerning the Mediator can be found under the 'Assistance' section of the website.