



# General Terms and Conditions

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The website <http://www.retrome.net> edited by Retrome Hospitality Services BV a private company registered in the chamber of commerce under no. 60269111, headquartered at Utrecht, the Netherlands, holding tax NL853836152B01. Contact us at: [info@retrome.net](mailto:info@retrome.net)

## 1. Preamble

1. Retrome Hospitality Services BV operates the website <http://www.retrome.net> (hereinafter referred to as the "Website"), the Retrome Hotel Group reservation website.
2. The Website and Mobile Services enable users to reserve rooms in the various hotel brands managed by Retrome Hospitality Services BV
3. The customer confirms having received from Retrome Hospitality Services BV all the necessary information on the Website or Mobile Services.
4. All reservations made via the Website or Mobile Services imply consultation and full and unreserved acceptance of these terms and conditions and the conditions of sale for the rate reserved.
5. Customers agree to these terms and conditions and the conditions of sale for the rate reserved at the time of reservation; no reservation is possible without this agreement.
6. Customers have the option of saving these terms and conditions by using the standard functions on their browser or computer.
7. The Website and Mobile Services include the following information: The legal notice enabling precise identification of Retrome Hospitality Services BV and stating its corporate name, the address at which it operates, its email address, telephone number, registered office, individual TAX identification number, and, if different, the address of the establishment responsible for the offer.  
The main features of the accommodation offered (hotel facilities may be viewed at the reservation stage depending on the hotel and room type selected)

Additional services offered (valid only on the Website)

- Prices
- Payment methods
- General terms and conditions of sale and conditions of sale for the rate reserved
- Validity of the offer and its price
- Minimum length of the proposed contract, if applicable
- Methods of payment accepted.

8. The main features of the accommodation offered, prices and available dates of the accommodation are shown on each hotel page during the reservation process.

9. Before ordering services, customers state that the reservation of these services is for their own personal use.

10. As consumers, customers have specific rights, which would be called into question in the event of the services reserved being used for the purpose of their commercial, industrial, business or professional activities.

11. All information available on the Website and Mobile Services is given in English as well as in several other languages.

12. Customers confirm that they have full legal capacity to commit to these terms and conditions.

## 2. Definitions

The terms used in this document are defined as follows:

« acknowledgement of receipt »:

Email sent by the Website or Mobile Services to the customer summarizing the customer's reservation and confirming its receipt by the Website or Mobile Services.

"confirmation of booking":

Virtual document summarizing the services reserved by the customer on the Internet, and possibly stating the customer's bank card number in the context of a prepayment or guarantee. Acceptance of the reservation confirmation by the customer constitutes a contractual commitment.

« customer »:

Individual acting for personal or professional reasons but without relation to hotel activity.

« consumer »:

Any individual acting for purposes that do not fall within the remit of his/her commercial, industrial, business or professional activity.

« email »:

Any message, in text, voice, sound, or image format, sent by a public communication network and stored on a network server or in the recipient's workstation equipment until it is retrieved by said recipient.

« reservation request »:

Request for a hotel room reservation submitted by the customer via Mobile Services or the Internet.

« online reservation »:

Reservation of hotel rooms through the virtual reservation form on the Website or Mobile Services.

« service »:

Reservation of hotel rooms whose main features are given on the Website or Mobile Services.

“Mobile services”:

All services and protocols making it possible to connect mobile terminals to the Internet, and in particular, enabling consultation and reservation of hotel services supplied by Retrome Hospitality Services BV.

« website »:

Electronic service operated by Retrome Hospitality Services BV on the Internet, available at [www.retrome.net](http://www.retrome.net)

### **3. Subject**

1. These terms and conditions define the rights and obligations of the parties within the scope of the remote reservation of services offered by Retrome Hospitality Services BV through its Website and Mobile Services.
2. They cover all stages required for reservation and post-reservation between the contracting parties.
3. Customers acknowledge having read and accepted these terms and conditions of sale and the conditions of sale of the rate reserved, available on the Website and Mobile Services. By accepting these terms and conditions, customers expressly accept the provisions of this Charter.

### **4. Scope of application**

These terms and conditions of sale apply to all reservations made on the Internet, via the Website or Mobile Services.

### **5. Duration**

1. These terms and conditions of sale apply for the entire duration that Retrome Hospitality Services BV services are available on the Website and Mobile Services.
2. Retrome Hospitality Services BV reserves the right to temporarily or permanently shut down access to its Website and/or Mobile Services or online booking space without prior notice.

### **6. Reservations**

1. Customers select the services displayed on the Website or Mobile Services.
2. Customers confirm that they are aware of the nature, purpose and reservation methods of the services available on the Website or Mobile Services and have requested and obtained the necessary and/or supplementary information needed to make the reservation in full knowledge of the facts.
3. For reservations relating to business groups, leisure groups etc., inquiry by sending an email to [info@retrome.net](mailto:info@retrome.net) , should be used.

4. Customers are solely responsible for their choice of services and the suitability of those services for their needs. Retrome Hospitality Services BV cannot be held responsible in this respect.
5. The reservation is deemed to have been accepted by the customer at the end of the reservation process.

## **7. Reservation process**

1. Reservations by customers are made using the virtual reservation form available online on the Website or through the Mobile Services.
2. A reservation is deemed to have been made on receipt by Retrome Hospitality Services BV of the reservation form or reservation request, or when an online prepayment is made by bank card.
3. Prior to any reservation, customers must complete the information required on the reservation form or request.
4. Customers attest to the truth and accuracy of the information submitted.
5. The reservation process includes the following main steps:
  - Step 1: Finding a hotel and selecting a room and rate.
  - Step 2: Selecting, where applicable, one or more supplementary services (applies to the Website only)
  - Step 3: Checking the reservation details, total price and applicable terms and conditions of sale, and making any necessary changes to the selection (room, rate, supplementary services), in the case of online reservations only.
  - Step 4: Completing the customer's details.
  - Step 5: Entering credit card details in the case of guarantee request or prepayment.
  - Step 6: Consulting and accepting the terms and conditions of sale and the conditions of sale for the rate reserved before confirming the reservation.
  - Step 7: Reservation confirmation by the customer.

## **8. Reservation acknowledgment of receipt**

1. The Website and Mobile Services acknowledge receipt of the customer's reservation by email immediately.
2. For online reservations, the emailed acknowledgment of receipt of the reservation summarizes the contract offer, services reserved, prices, conditions of sale accepted by the customer relating to the rate selected, date of reservation, information relating to the after-sales service, and the address of the hotel's premises to which the customer should send any complaints.

## 9. Customer service

For complaints relating to hotel reservations, Customer Service is available seven days a week between 10.00 and 22.00, Netherlands time (UTC/GMT +02:00), at the following telephone numbers:

- Tel.:

+34 931744037 for Retrome Urban Retreat Barcelona,

+39 0670495471 for Retrome Urban Retreat Rome.

- Email for reservations made on the Website and Mobile Services: info@retrome.net

The postal address is:

Retrome Urban Retreat Barcelona - Carrer de Girona, 85, 08009 Barcelona, Spain

Retrome Urban Retreat Rome - Marco Aurelio 47, Rome 00184, Italy

## 10. Cancellation or modification by the customer

1. The conditions of sale for the rate reserved specify the terms for canceling and/or changing the reservation.

2. When permitted by the conditions of sale for the rate reserved:

- Changes to reservations can be made directly with the hotel, whose telephone numbers are stated on the reservation confirmation sent by email.

3. If cancellation is requested up to 7 days prior to arrival, the agreed price does not have to be paid. In the case of reservation with prepayment, the amount can be refunded if cancellation is requested up to 7 days prior to arrival.

4. Unless expressly stated otherwise, customers must vacate their room before 11.00 am on the final day of the reservation. Failing this, an additional night might be charged.

## 11. Hotel stay

1. In application of the regulation, customers may be asked on arrival at the hotel to fill out a registration card. For this purpose, customers will be asked to provide identification so that a check can be made to decide if they need to complete the registration card or not.

2. Pets are not allowed at Retrome locations, unless provided with prior-to-arrival permission of the hotel.

3. Customers agree and undertake to use their room responsibly. Therefore, any conduct contrary to accepted standards of behavior and public order will result in the hotel's manager asking the customer to leave the hotel with no compensation and/or refund if a payment has already been made. If no payment has been made, the customer will have to pay the price of nights already stayed before leaving the hotel.

4. The hotels offer complementary WIFI access that allows customers to connect to the Internet. Customers undertake to ensure that computing resources made available to them by the hotel are not used in any way for reproduction, representation, provision or communication to the public of works or objects protected by copyright or a related right, such as texts, images, photographs, musical works, audiovisual works, software or video games, without the authorization of the copyright holder provided for in Intellectual Property law in The Netherlands when this authorization is required. Customers who do not comply with the above obligations risk being found guilty of infringement of copyright (Section 1019h of the Dutch Code of Civil Procedure), the principle that in the event of an infringement of intellectual property rights, the party rules against will be ordered to pay the full costs of the proceedings of the party found for.

Customers are also required to comply with the security policy of the hotel's Internet service provider, and with the rules for the use of security resources whose purpose is to prevent the illicit use of computing resources, and to refrain from any act that might undermine the effectiveness of these resources.

## **12. Guarantees**

1. Customers will receive a contractual guarantee applicable to the service.

## **13. Responsibility**

1. Photographs displayed on the Website and Mobile Services are not contractual. Although every effort is made to ensure that photographs, graphic images and text used to illustrate hotels provide as accurate an impression as possible of the accommodation offered, variations may occur, in particular as a result of changes to furniture or possible renovations.

2. Retrome Hospitality Services BV cannot be held responsible for the non-fulfillment or inadequate fulfillment of the reservation in cases of force majeure, actions of third parties, and actions of customers, in particular the non-availability of the Internet network, inability of accessing the Website, external intrusion, computer viruses, or non-authorized prepayment by the card holder's bank.

3. Hyperlinks may link to sites other than the Retrome Hospitality Services BV Website or Mobile Services. Retrome Hospitality Services BV accepts no responsibility for the content of these websites or the services offered on them.

4. Any reservation or payment that is irregular, ineffective, incomplete, or fraudulent for any reason attributable to the customer will result in the cancellation of the order at the customer's expense, without prejudice to any civil or criminal action brought against the customer.

## 14. Complaints

1. Complaints relating to the failure to execute or poor execution of hotel services must, under penalty of foreclosure, be made known to Retrome Hospitality Services BV in writing within ten days of the date of departure from the hotel, either directly to the hotel or to the Customer Service address indicated above.

## 15. Prices

1. Prices relating to the reservation of services are indicated before and during reservation.
2. Prices shown are per room for the number of person(s) and date selected.
3. Prices are confirmed to the customer inclusive of all taxes in the commercial currency of the hotel and are valid only for the period stated on the Website or Mobile Services.
4. If payment to the hotel is made in a currency other than the currency confirmed on the reservation, the customer is liable for the exchange fees.
5. All reservations, regardless of their origin, are payable in the hotel's local currency unless specifically indicated otherwise at the hotel.
6. Unless stated otherwise on the Website, additional services are not included in the price. Unless stated otherwise on the Mobile Services, breakfast is not included in the price.
7. Tourist tax, specified on the rates page, must be paid directly to the hotel.
8. Prices are inclusive of VAT applicable on the day of reservation and any change to the applicable VAT rate will be automatically reflected in the prices shown on the date of billing.
9. Any change or introduction of new legal or regulatory taxes imposed by the competent authorities will be automatically reflected in the prices shown on the date of billing.
10. If a rate states that payment is to be made on arrival at or departure from the hotel, and the customer's currency is not the same as that of the hotel, the rate debited by the hotel may differ from that indicated when the reservation was made, on account of a possible difference between the exchange rate on the date of reservation and the dates of the hotel stay.
11. When confirming the customer's reservation, Retrome Hospitality Services BV will state the total amount of the order.
12. Rates may be increased by different taxes according to cities/countries. Customers undertake to pay the various taxes, without complaint to Retrome Hospitality Services BV
13. Certain promotional offers available on the Internet are sold exclusively on the Internet, that is, remotely and in no circumstance at the hotel.

## **16. Payment**

1. Customers provide their bank details as a guarantee of the reservation except where special conditions or rates apply, using a credit card or charge card (Visa, MasterCard) according to the hotel selected, indicating directly in the area provided for this purpose (secure entry by SSL encryption) the card number without spaces, its expiration date and the card security code as prepayment via the website. This purpose (secure entry by SSL encryption) the card number without spaces, its expiration date and the card security code as prepayment via the website.

2. Payment is debited at the hotel during the stay, except in the case of special conditions or rates when payment is made at the time of reservation (online prepayment on certain rates). This prepayment serves as a deposit. In the case of a rate not prepaid online, the hotel may ask the customer on arrival for a deposit or an authorization to debit the credit card, in order to guarantee payment of the amounts corresponding to the services provided by the hotel.

3. In the event of a no-show (reservation not canceled - customer fails to arrive) when a reservation has been guaranteed by credit card, the hotel will debit a compensatory flat rate, equivalent to the amount of the total reservation charge from the customer's credit card that was given to guarantee the reservation.

4. At the time of prepayment, the amount debited for the reservation includes the price of accommodation, taxes related to the accommodation, the price of breakfast (if selected), taxes related to breakfast and any other supplementary services selected by the customer (as mentioned in point 15.6).

5. In the case of a rate subject to prepayment online, the amount paid in advance, namely the deposit, is debited at the time of reservation

## **17. Agreement on evidence**

1. Entry of the necessary bank details and acceptance of these terms and conditions and the reservation form or request constitute an electronic signature equivalent in stature to a physical signature between the parties.

2. The computerized records retained in the IT systems of Retrome Hospitality Services BV will be kept under acceptable levels of security and will be considered as proof of communication, orders and payments between the parties.

3. Customers are hereby informed that their IP address is recorded at the time of reservation.

## **18. Force majeure**

1. Retrome Hospitality Services BV. cannot be held responsible to the customer if it fails to carry out its obligations as a result of force majeure. Cases of force majeure or acts of God are those events usually recognized as such by the jurisprudence of Dutch Courts.

## 19. Settlement of disputes

1. In the event of a dispute relating to these terms and conditions, customers are informed by Retrome Hospitality Services BV of the possibility of recourse to a conventional mediation procedure or to any alternative method of dispute settlement.

## 20. Applicable law

These terms and conditions of sale are governed by Dutch law without obstructing the mandatory protective provisions that may be applicable in the consumer's country of residence.

## 21. Entirety of agreement

1. These terms and conditions of sale, conditions of sale for the rate reserved by the customer, and the reservation form or request express the parties' obligations in their entirety.
2. No general or specific condition communicated by the customer can be incorporated into these terms and conditions.
3. The documents constituting the contractual obligations between the parties are, in descending order of priority, the reservation form or request (covering the specific conditions of the rate reserved) and these terms and conditions.
4. In the event of a discrepancy between the reservation form and the terms and conditions, only the provisions in the reservation form will apply for the obligation in question.

## 22. Development/modification of the terms and conditions of online sale

These terms and conditions of online sale may be modified and/or supplemented at any time by Retrome Hospitality Services BV. In this case, the new version of the terms and conditions of online sale will be put online by Retrome Hospitality Services BV and will automatically apply for all customers with immediate effect.

Customers should also consult the supplementary terms and conditions of sale related to each rate, room type or service type shown on the price list.

