

# booking terms and conditions

## citizenM - Terms & Conditions

last updated on: 21.12.2023

### 1. Scope

These terms and conditions are between you and citizenM and apply to all bookings of hotel rooms and meeting rooms (societyM) in any citizenM hotel, to the exclusion of all other general terms and conditions. See the full list of our citizenM hotels and the legal entities that operate these hotels [here](#).

You agree that you will make reservations in good faith for legitimate use by you and your invited guests only and not for any other purpose, including but not limited to reselling, impermissibly assigning or posting on third party websites, or making speculative, false or fraudulent reservations or any reservation in anticipation of demand.

### 2. Rates

#### Room rates

The room rate charges agreed when you made your reservation will apply to your booking. Meals, mini bar, drinks and other extras are not included in room rate charges, unless otherwise agreed. Room rate charges must be paid on check-in (save in the event of cancellation); all other charges must be paid on check-out.

#### Meeting room rates

The meeting room rate charges agreed when you made your reservation will apply to your booking. Meals and drinks (other than coffee, tea and water) are not included in the meeting room rate charges, unless otherwise agreed. We cannot guarantee the availability of food & beverages if requested less than two days before your booking.

#### City tax and state tax

Depending on the hotel you booked city tax and state tax may apply. The city tax and state tax may change between the time of booking and the time of your stay in our hotel.

#### VAT and local currency

All charges are inclusive of VAT (and, in the U.S.A., city tax and state tax) and are shown and must be paid in local currency.

#### Invoice

An invoice will be sent to the email address provided at the time of booking or at the time of check-in. Invoices cannot be modified after check-out.

## Payment

All citizenM hotels are cashless. Room rate charges, meeting room rate charges, day passes, purchases of food & beverage and collectionM goods will be charged to your credit card. Only in exceptional circumstances we accept cash payments.

### **3. Cancellations, modifications and no-show**

#### Rooms

You may cancel or modify your booking depending on your rate plan. Flexible, long stay, mycitizenM, mycitizenM+ rates – we will give a full refund if you cancel (within the cancellation time of your chosen rate, please see the respective rate plan details). Prepay rates – if you cancel your booking within 24 hours of making it, no cancellation costs will be charged and we will refund any charges made. No refunds will be issued after the 24-hour period passes. If cancellation is not possible or you don't show up, depending on the rate plan, an amount up to the amount of the full stay including VAT (and in the U.S.A. city tax and state tax) will be charged, or is already charged, to your credit card on file. For more information see the respective plan details.

If you have booked a room through the use of a travel agency or an online travel agency (such as Booking.com, Expedia and Hotels.com), you must cancel or modify your booking through the agency that you used to make the booking.

#### Meeting rooms

There is no charge for cancellation or changes made to the booking up to seven days before your booking. In the event of a cancellation or no-show within seven days of your booking, the full value of the booking including VAT (and, in the U.S.A., city tax and state tax) will be charged to your credit card on file as a cancellation fee.

Food and beverage may be added, modified, or cancelled without charge up to two days before your booking. In the case of a cancellation or no-show within two days of the booking, the full order value including VAT (and, in the U.S.A., city tax and state tax) will be charged to your credit card on file as a cancellation fee.

#### Refunds

Refunds are generally processed within five business days after your request to cancel or modify your booking.

### **4. Check-in (rooms)**

Rooms: from 2pm on. If a room is available for early check-in, you can check in early. Depending on the hotel an early check-in fee may apply payable at the time of check-in.

### **5. Check-out (rooms)**

Rooms: no later than 11.00 AM. If you have not checked-out by 11.00 AM, a late check-out fee may be charged to your credit card on file. If you have not checked-out by 4.00 PM we may charge an extra night. Open balances will be charged to your credit card on file. We can store your luggage on the day of your check-out.

## **6. Late check-out (rooms)**

Rooms: Depending on the hotel late check-out may be possible against payment of an additional fee.

## **7. Shortening your stay**

Rooms: If you need to shorten your stay and you booked a prepay rate, the full value of your booking including VAT (and in the U.S.A., city tax and state tax) will be charged, or is already charged, to your credit card on file. If you need to shorten your stay and have booked a flexible, long stay, mycitizenM, mycitizenM+ rate, please inform our staff asap but at least before 11.00 AM on the day of your early check-out. If you inform us later than 11.00 AM, a late check-out fee, or the next night's stay, will be charged (depending on the time of notification and the hotel you stay in) to your credit card on file. For more information see the respective rate plan details.

## **8. Room occupancy, children and extra beds**

Baby cots and extra beds are not available. Maximum capacity of total guests in a room is 2. Only a child of age 10 or under can be an exception to this policy.

## **9. Food & beverage**

Food and beverage from outside vendors are not allowed to be consumed within societyM or the public areas of any citizenM hotel, unless previously agreed. We reserve the right to add a cover charge of an amount equal to an equivalent product available in our hotel if this term is violated.

## **10. Age**

If you are under age 18 and you are not accompanied by someone of age 18 or older we reserve the right to evict you from our hotel.

## **11. Pets**

Pets other than service animals are not permitted. Emotional support animals do not qualify as service animals. If you or your party needs the assistance of a service animal during your stay, please notify us in advance of your arrival.

## **12. No smoking and vaping**

Smoking and vaping are not permitted inside our hotels. If smoking or vaping is detected a fine will be charged to your credit card on file.

### **13. Right to refuse service**

#### Refusal of service

We reserve the right to refuse service or evict you, without refund, if you (i) are under the influence of alcohol, drugs, or any other intoxicating substance and act in a disorderly fashion, (ii) disturb the peace of other guests, (iii) seek to use our hotel for an unlawful purpose, (iv) destroy, damage, deface, or threaten harm to hotel property or guests or (v) cause or permit persons to exceed the maximum allowable room occupancy.

#### Firearms and weapons

You are not permitted to carry, store or possess firearms, ammunition, knives or weapons of any kind while at our hotel. We reserve the right to refuse service and ask that you leave our hotel in the event you fail to abide by this policy. This policy does not apply to law enforcement officers and designated military personnel who are on-duty and required to carry firearms in the performance of their duties.

#### Alcohol

We reserve the right to not serve alcohol.

### **14. Damage to hotel**

Any damage to rooms, meeting rooms, or the hotel premises caused by your party during the stay and items missing upon your departure will be charged to your credit card on file.

### **15. Lost and found**

You acknowledge and agree that citizenM cannot be held liable for lost, damaged or stolen items. If you leave an item behind, it is your own responsibility to retrieve such item.

### **16. Wi-fi**

Our wireless network is provided "as is" without warranties of any kind, whether express, or implied or statutory. We do not warrant that access to our wireless network will be uninterrupted, timely, secure or error-free at all times or will meet your requirements. We are not responsible for the security, integrity, accuracy or completeness of any information that you transmit or receive while using our wireless network.

Our wireless network is provided to you at our discretion. Your access may be blocked, suspended or terminated for any reason.

You may not (i) use our wireless network for any purpose that is unlawful or otherwise prohibited, (ii) use our wireless network in such a manner as to host a web or other server, send or facilitate the sending of bulk e-mail or collect third party personal data without appropriate consent, (iii) exceed typical bandwidths relevant to the period that you use our

wireless network, (iv) resell, or attempt to resell, our wireless network to any third party.

We maintain a log of technical traffic data of your usage activity for system performance, maintenance purposes, for the purpose of processing criminal offences and system security requirements. We process personal data collected by us in connection with your use of our wireless network is subject to our [Privacy Statement](#). By using our wireless network you consent to such processing.

## **17. Recording and photography**

Any audiovisual recording, photo shoot, reproduction or representation of images including the premises and buildings of our hotels other than for strictly private use is subject to our prior approval. Permission can be obtained by contacting us at [press@citizenM.com](mailto:press@citizenM.com).

## **18. Liability of citizenM**

This clause 18 and clause 19 sets out citizenM's entire liability in respect of any breach of these terms and conditions and any representation, statement or tortious act or omission including negligence arising under or in connection with these terms and conditions. Our liability to you for any loss or damage in contract or tort, including negligence, will not exceed the amount of the charges paid by you to us. We will also not be liable to you for any special, indirect or consequential loss or damage, however arising (including negligence). Nothing in these terms and conditions will exclude or restrict either party's liability in respect of death or personal injury resulting from its negligence, or for fraudulent misrepresentation.

## **19. Force majeure**

citizenM does not accept liability or pay any compensation for any breach of these terms and conditions or delay or failure to provide services contracted due to circumstances beyond our control, such as acts of God, (natural) disaster, fire, (acts of) war and terrorism, strikes, riots, civil disorder, governmental regulations, industrial disputes, adverse weather conditions or any other exceptional and catastrophic event, circumstance or emergency, delays in transportation, failure of services or inability to obtain any necessary information or consent from any authority.

## **20. Privacy**

During the reservation process and your stay citizenM collects your personal data. These data are processed in accordance with our [Privacy Statement](#) and also according to any applicable laws and regulations. If you have created multiple accounts, we may combine those accounts for organizational, analytical, fraud prevention, data minimization and marketing purposes.

Specific terms applicable when booking hotel rooms and meeting rooms in our French hotels: If you book a hotel room or meeting room in one of our French hotels, pursuant to article L. 223-1 of the consumer code, you may register free of charge on a telephone opposition list on the website Bloctel in order not to be solicited by telephone, except in the case of solicitations made within the framework of the execution of a current contract and related to the object of this contract.

## 21. Governing law and jurisdiction

These terms and conditions and any bookings made under them will be governed by and construed in accordance with Dutch law if you booked a hotel located outside the United States of America. If you booked a hotel located in the United States of America, these terms and conditions and any bookings made under them will be governed by and construed in accordance with the laws of the State of New York, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such provisions would result in the application of the laws of any jurisdiction other than those of the State of New York. This choice of law is without prejudice to consumer protection afforded by provisions that cannot be derogated from by agreement by virtue of the law which, in the absence of any choice, would have been applicable in the country where you reside. Disputes will be submitted to the non-exclusive jurisdiction of the competent court of Amsterdam, the Netherlands.

Specific terms applicable when booking hotel rooms and meeting rooms in our French hotels: If you encounter any difficulty with your booking or stay, please contact citizenM. If a solution cannot be reached, you may recourse, pursuant to article L. 612-1 and subject to article L. 612-2 of the consumer code, to the consumer mediator to which citizenM belongs, namely l'Association des Médiateurs Européens (AME CONSO), with a view to reach an amicable agreement. The consumer mediator may be contacted either by filing in the form provided for in this purpose on the AME CONSO website on the "Formulaire de saisie en ligne" tab, or by post addressed to AME CONSO, 197 Boulevard Saint-Germain, 75007 Paris. Such a request must be made within one (1) year of the date on which the written request was sent to citizenM.

Pursuant to article L. 616-2 of the consumer code and to the Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013, you may also, if you so wish, use the online dispute resolution platform (ODR) offered by the European Commission. This platform can be accessed at the following address: <https://webgate.ec.europa.eu/odr/>. As to the above governing law clause, you also benefit from the protection afforded by the mandatory provisions of the national law of your country of residence.

As an exception to the above jurisdiction clause, you may choose to bring any dispute either before one of the courts having territorial jurisdiction under the civil procedure code, or before the court of the place where you lived when the contract was concluded or when the harmful event occurred, in accordance with article R. 631-3 of the consumer code and article 46 of the civil procedure code.

## 22. General

These terms and conditions constitute the entire understanding and agreement between you and citizenM relating to the subject matter herein. If any provision of these terms and conditions, or portion thereof, is found to be invalid or unenforceable by a court of competent jurisdiction, such determination will not affect the validity of any other provision of these terms and conditions, or portion thereof. No waiver of any provision of these terms and conditions, or portion thereof, whether by conduct or otherwise, will be deemed to be, or will constitute, a continued waiver or a waiver of any other provision of these terms and conditions, or portion thereof. citizenM may amend, modify or supplement these terms and conditions at any time, for any reason and without notice, and continued use of citizenM's services will constitute your acceptance of any such amendment, modification, or supplementation.

21/12/2023

# Malays Terms and Condition

Dasar [terms and condition citizenM](#) (“kami”) ini terpakai oleh citizenM untuk pemprosesan maklumat.