



## Accor Plus Terms and Conditions

**Effective Date: July 2018**

### **1. Introduction**

- 1.1 These terms and conditions ("Terms") govern the Accor Plus membership program operated by AAPC Singapore Pte Ltd ("Accor") Company registration number 199704951Z, a member of Accor Group.
- 1.2 These Terms apply to Accor Plus members subscribed through the Accor Plus sales channels.
- 1.3 These Terms are effective as at the effective date specified above and may be amended by Accor from time to time in accordance with clause 13.

### **2. Membership**

- 2.1 Membership in the Accor Plus program is available to any individual of adult age group who:
  - (a) pays the full membership fee, in the applicable local currency,
  - (b) provides valid and accurate personal information when enrolling in the Accor Plus program;
  - (c) is not already a member of the Accor Plus program; and
  - (d) has not previously been terminated from the Accor Plus program (unless Accor has expressly agreed to allow the previously terminated member to re-join the Accor Plus program).
- 2.2 The Accor Plus membership card ("Card") is the property of Accor.
- 2.3 The Card must be signed by you. The privileges of membership will only be granted on presentation of a valid membership Card (in either physical or digital format), or a valid membership number (if your Card has not yet been issued).
- 2.4 Your Accor Plus membership is valid until the last day of the month shown as the expiry date on your Membership Card.
- 2.5 Your Card is for your personal use only. Accor Plus membership is not transferable in any circumstances.



- 2.6 Please promptly report lost or stolen Cards and certificates to Member Services. A replacement fee will be charged for a replacement Card. Lost or stolen certificates cannot be replaced.
- 2.7 On joining the Accor Plus program, you will be automatically enrolled into Le Club AccorHotels, AccorHotels global points-based program, at the Silver membership level. Terms and conditions relating to Le Club AccorHotels can be found at [www.leclubaccorhotels.com](http://www.leclubaccorhotels.com);
- (a) Accor Plus Members automatically qualify for Silver Status and are never downgraded to Classic Status, provided the member renews their Accor Plus membership.
- (b) Accor Plus members are assessed differently than Le Club AccorHotels members for Status Tiers assessment. Accor Plus Status Tier assessment is based on the following rules, as at 1 January 2017:
- At the time of your Accor Plus membership renewal, the Status Tier will be assessed based on the Eligible Status Nights or Status Points earned during one of the two periods:
1. The current calendar year
  2. The previous calendar year
- The highest number of Eligible Nights spent or Status Points earned during one of these two periods, will determine your new Status.
- (c) If, during the previous calendar year or the current calendar year, you did not reach a threshold allowing maintenance of your current Status, you will have a Status corresponding to your activity during these two periods, as indicated on the Le Club AccorHotels scale (Article 8 in the Le Club AccorHotels Terms and Conditions located at [www.leclubaccorhotels.com](http://www.leclubaccorhotels.com)).

### **3. Dining Privileges**

#### **3.1 Availability of Dining Privileges**

- (a) Dining privileges for Accor Plus members are available for breakfast, lunch and dinner at participating Fairmont, Sofitel Legend, SO Sofitel, Sofitel, MGallery by Sofitel, Pullman, Swissotel, Grand Mercure, Quay West, The Sebel, Novotel, Mercure, ibis, and ibis Styles hotels in the Asia Pacific region, subject to the conditions and exceptions outlined in clauses 3.3 to 3.5.



### 3.2 Description of Dining Privileges

- (a) When a member dines at a participating hotel restaurant the member will receive the following discount off the food bill, subject to the conditions and exceptions outlined in clauses 3.3 to 3.5.

<b>Number of Diners</b>	<b>Discount Off Food Bill</b>
1	25%
2	50%
3	33%
4	25%
5 or more	100% divided by the number of diners (e.g. 100% divided by 5 diners = 20%)
10 and above	Minimum 10% discount

- (b) In addition, Accor Plus members in Asia also receive a 15% discount on beverages upon presenting the Card, except as set out at 3.4 below.
- (c) If the main hotel restaurant is closed for lunch, the Accor Plus dining discount is available on food purchased from the bar snack menu during the lunch period.
- (d) Accor Plus members will receive an additional 10% discount off any public dining promotion equal to or exceeding normal member benefits. To be eligible, members must follow the promotional offer Terms and Conditions as well as show their valid Accor Plus card. (e.g. For a credit card promotion based on paying with that card, a member must do this as well as show their Accor Plus card.) This discount is not available in relation to any offers made via third parties.

### 3.3 How to Claim Dining Privileges

- (a) Reservations at participating restaurants may be made:
- (i) directly with the restaurant;
  - (ii) through the Accor Plus members' website ([www.accorplus.com](http://www.accorplus.com)) or member's App via the Table Plus booking system; or
  - (iii) through the Table Plus booking system via AccorHotels brand websites.



- (b) In order to obtain the benefit of the dining privileges, you must:
  - (i) identify yourself as an Accor Plus member when making your reservation (or when ordering from the bar snack menu if taking advantage of the dining benefit outlined in clause 3.2(c)). When making a reservation using the Table Plus system, you should identify yourself as an Accor Plus member by logging in as a member to the booking system; and
  - (ii) (for in-restaurant dining) present your valid Card upon entering the restaurant or upon being seated in the restaurant.
- (c) Any promotional offers available through the Table Plus booking system are subject to the terms and conditions listed in connection with such offers. Please check terms and conditions of these promotional offers for more details.

#### 3.4 General Conditions and Exceptions

- (a) Dining privileges are not available at Raffles Hotels and Resorts and ibis Budget Hotels.
- (b) No discount applies to room service (both food and beverages), beverages (except as set out in clause 3.2(b)), mini-bar, meeting rooms, selections from the kids' menus, takeaway or purchases made from the pool bar.
- (c) Dining privileges may vary at selected restaurants from time to time.
- (d) Dining privileges may not be available on national public holidays or special event days. These exclusion days can be found on [www.accorplus.com](http://www.accorplus.com).
- (e) To the extent that local laws entitle members to dining privileges more favourable than those offered under the Accor Plus program, those privileges shall apply.
- (f) Dining privileges may not be used in conjunction with or as a discount on corporate rates, preferential discounts, or conference rates.
- (g) All prices quoted to you on which discounts will be calculated are inclusive of any GST, VAT or similar tax if applicable unless otherwise stated. When dining in India, the dining benefit will be calculated prior to adding applicable taxes. All applicable taxes will be added to the discounted dining bill in India only.

#### 3.5 Additional Local Conditions and Exceptions

- (a) Members in the **Pacific (Australia, New Zealand, Fiji)**, please note:
  - (i) There is a limit of 20 Cards that can be used per table for dining for the purposes of calculating the in-restaurant discount, provided the total table discount does not exceed 50%.



- (b) For restaurants in **Asia**, please note that a maximum of one membership Card may be used per table for the purposes of calculating the in-restaurant discount.
- (c) In the **Philippines** only, the member recognizes that the Accor Plus Membership Card is intended to promote the goods and services of the Participating Hotels subject to the “No Double Discount” policy of Republic Act No. 9994 and Republic Act No. 9442.
- (d) Additionally, in the **Philippines** only, as mandated by law, senior citizens and PWDs may avail of either the 20% discount under Republic Act No. 9994 and Republic Act No. 9442 respectively, or the dining discounts and privileges under their membership card, whichever is higher and more favourable.

#### 4. Accommodation Privileges

##### 4.1 Description of the Accommodation Privileges

- (a) Accor Plus members will receive the "Members' Rate", being:
  - (i) a 10% discount from the best available rate (including restricted rates) at the time of reservation at participating Fairmont, Sofitel Legend, SO Sofitel, Sofitel, MGallery by Sofitel, Pullman, Swissotel, Grand Mercure, Quay West, The Sebel, Novotel, Mercure, ibis, and ibis Styles; and
  - (ii) a 10% discount from the best available rate (including restricted rates) available at the time of reservation at participating ibis Budget hotels in Australia and New Zealand.
- (b) The best available rate is inclusive of restricted rates, such as prepaid rates. The best available rate can change on a daily basis.
- (c) The Members' Rate is available on any room type and is offered on a last room availability basis (that is, if the hotel has a room available you are guaranteed a room at the Members' Rate for that day).
- (d) Members can book up to 2 rooms on their Members' Rate providing the member is staying in one of the rooms and the dates of stay for the other room are the same as the dates of stay for the first room and that the member personally settles the final account for both rooms.
- (e) Participating hotels also offer Accor Plus members a 10% discount on special packages and promotions advertised directly by the participating hotel and booked directly with the hotel or AccorHotels Reservation Services. This discount is not available in relation to any offers made via third parties (such as travel agents and other online travel websites) and does not include value-add components from third parties.



- (f) Accor Plus stays will attract Le Club AccorHotels Rewards Points and Status Points, in accordance with the terms and conditions of Le Club AccorHotels. Accor Plus stays do not attract Frequent Flyer points or Air Miles directly, unless the Accor Plus member has selected this option on [www.leclubaccorhotels.com](http://www.leclubaccorhotels.com) in the Profile section. Details are provided in the Le Club AccorHotels terms and conditions at [www.leclubaccorhotels.com](http://www.leclubaccorhotels.com).

#### 4.2 How to Claim Accommodation Privileges

- (a) Reservations should be made in advance with the participating hotel, through the Accor Plus Members' website, AccorHotels website, AccorHotels App or through AccorHotels Reservation Services. When making a reservation you should identify yourself as an Accor Plus member and provide a valid credit card to secure the booking. Your valid Membership Card and ID must be presented to the hotel at check-in and check-out to obtain your member accommodation privileges.

#### 4.3 Cancellation Policy

- (a) Your booking may be cancelled without penalty if such cancellation occurs no later than 18:00 (local time) one day prior to arrival, unless otherwise stated in your booking confirmation. If you cancel your booking after that time, the first night of your stay will be charged (to the credit card provided) at the Members' Rate for that night. Please refer to the cancellation policy on your booking confirmation as these may vary.

#### 4.4 Further Conditions and Limitations

- (a) We recommend that reservations be made well in advance, as room availability may be limited.
- (b) Minimum length of stay may apply at some participating hotels.
- (c) Accommodation privileges may not be used in conjunction with or as a discount on corporate rates, preferential discounts, or conference rates.
- (d) All prices quoted to you on which discounts will be calculated are inclusive of any GST, VAT or similar tax if applicable unless otherwise stated.
- (e) In the Philippines only, the member recognizes that the Accor Plus Membership Card is intended to promote the goods and services of the Participating Hotels subject to the "No Double Discount" policy of Republic Act No. 9994 and Republic Act No. 9442.
- (f) Additionally, in the Philippines only, as mandated by law, senior citizens and PWDs may avail of either the 20% discount under Republic Act No. 9994 and Republic Act No. 9442 respectively, or the room discounts and privileges under their membership card, whichever is higher and more favourable.



- (g) The Accommodation Privilege:
  - (i) Members' Rate is not available at Raffles Hotels and Resorts.

## 5. Stay Plus Benefit

5.1 In addition to Dining and Accommodation Privileges, some membership types may also include a Stay Plus benefit.

### 5.2 Description of the Stay Plus Benefit

- (a) Each Stay Plus benefit entitles the member to one complimentary night's accommodation (as part of their Accor Plus Membership) and is valid across the Asia Pacific region at participating hotels, subject to the conditions and limitations described below ("Stay Plus").
- (b) The Stay Plus benefit is valid for a standard room at participating Sofitel Legend, SO Sofitel, Sofitel, MGallery by Sofitel, Pullman, Grand Mercure, The Sebel, Novotel, Mercure, ibis, and ibis Styles. Some hotels may also offer members an opportunity to upgrade their stay by using their Stay Plus and paying an additional supplement.
- (c) The Stay Plus benefit may also be used at participating apartment style hotels if the member pays an additional supplement.
- (d) A minimum length of stay may apply at some participating hotels (including apartment style hotels).
- (e) The Stay Plus benefit will be available at participating Fairmont and Swissotel from 1 January 2019.

### 5.3 How to Claim the Stay Plus Benefit

- (a) The Stay Plus benefit:
  - (i) is valid for the duration of your membership until the last day of the month shown as the expiry date on your Membership Card; and
  - (ii) must be booked, and redeemed (specifically, the check-out date must be prior to or on the last day of the membership), within a member's subscription membership year.
- (b) Reservations using Stay Plus are essential and must be made via the Accor Plus members' website at [www.accorplus.com](http://www.accorplus.com), AccorHotels website at [www.accorhotels.com](http://www.accorhotels.com), AccorHotels App or through AccorHotels' Reservation Services. Hotel walk-in bookings will not be accepted for Stay Plus. Any booking made via Accor Reservation Services using Stay Plus in Asia will incur a US\$10 booking fee and in the Pacific (Australia, New Zealand, Fiji) will incur an AU\$20 booking fee.



- (c) The Stay Plus can be booked with additional paid nights provided that the check-in and check-out date of the total stay is within the membership year.
- (d) If the Stay Plus night is attached to a prepaid, no change, no refund room rate (e.g. a Red Hot Room, Super Sale) booking, then the terms and conditions of this rate will apply to the Stay Plus night.
- (e) When making a reservation using Stay Plus, you must identify yourself as a valid Accor Plus member and provide a valid credit card to secure the booking. All reservations using Stay Plus must be guaranteed with a credit card that is valid at the date of both check-in and check-out of your stay period, unless otherwise specified. Once the Stay Plus benefit has been booked, the benefit will be drawn down from your membership account.
- (f) Your valid Membership Card and ID must be presented at check-in when redeeming your Stay Plus benefit.

#### 5.4 Cancelling or Changing your Stay Plus Booking

- (a) A Stay Plus booking may be cancelled as per the terms and conditions stated on your booking policy. Once you have cancelled your Stay Plus booking, the Stay Plus entitlement will be returned to your account (unless forfeited for late cancellation).
- (b) If a Stay Plus reservation is booked, not used and not cancelled, then the Stay Plus benefit will be forfeited.
- (c) If you wish to cancel a Stay Plus booking, you may do so by calling AccorHotels' Reservation Services or online via the Accor Plus website or AccorHotels website. Once you have cancelled your Stay Plus booking, the Stay Plus entitlement will be credited back to your account.
- (d) If you wish to modify an existing booking, you can call AccorHotels' Reservations to modify the dates for the same hotel, provided the Stay Plus night is not attached to a prepaid rate and the new check-in and check-out date is within the membership year.
- (e) If you wish to change an existing Stay Plus booking online, you must cancel your existing Stay Plus booking in order to view Stay Plus availability and book a new Stay Plus night.
- (f) Please be aware that even if AccorHotels' Reservation Services handles the Stay Plus change, the existing booking will need to be cancelled before the alternative booking can be made. AccorHotels cannot guarantee that Stay Plus availability will remain unchanged in the time between an existing booking being cancelled, and a new booking being attempted.





#### 5.5 Further Conditions and Limitations

- (a) Stay Plus may not be used at Raffles Hotels and Resorts and ibis Budget Hotels.
- (b) Use of Stay Plus is limited to an allocated number of rooms per night per participating hotel.
- (c) Room allocations fill quickly during special event periods, school holidays, public holidays and weekends and no guarantee can be given that an allocated room will be available at a particular participating hotel or for the days requested.
- (d) A maximum of one Stay Plus may be used per stay (a stay being consecutive nights in the same hotel).
- (e) Multiple bookings for the same Stay Plus must not be made or held and may result in such bookings being cancelled prior to the stay, or after check-in the second or subsequent Stay Plus bookings for the same stay may be charged at the Members' Rate.
- (f) The Stay Plus benefit is non-transferable and cannot be exchanged for cash.

### **6. Member for a Day Certificate**

- 6.1 The "Member for a Day" certificate ("MFD Certificate") entitles the non-member holder to receive all Accor Plus membership benefits, except the Stay Plus benefit. MFD Certificates cannot be used in China and are not available to Accor Plus members in China. A maximum of one MFD Certificate may be used per stay. The Member for a Day will not earn Le Club AccorHotels Rewards or Status points for a stay using the MFD Certificate. Refer to the MFD Certificate for conditions of use. A maximum of up to three MFD Certificates will be allocated to each member per membership year to allow non-members to have access to the included membership benefits. The MFD certificates can be obtained by contacting Accor Plus Member Services. MFD Certificates cannot be exchanged for cash and are valid until the expiry date shown on the MFD Certificate.
- 6.2 In the Pacific, multiple MFD Certificates may be used for dining with a limit of 20 MFD Certificates and Member Cards that can be used per table for the purposes of calculating the in-restaurant discount, provided the total table discount does not exceed 50%.

### **7. Additional Certificates**

- 7.1 There may be additional certificates included in your membership kit. Benefits attached to additional certificates vary; please refer to the conditions of use as stated on the certificates. Additional certificates cannot be exchanged for cash. When redeeming these Certificates, the member must present a valid Accor Plus Membership Card or ID.



## 8. Your Obligations

### 8.1 Members must not:

- (a) engage in gross misconduct or behave in a manner that is offensive or inappropriate, having regard to local laws, customs and observances, including by acting in a hostile, abusive or aggressive manner towards AccorHotels' or any participating hotel's staff or guests;
- (b) engage in illegal or fraudulent activities whilst a guest of, or on the premises of, a participating hotel, or otherwise in connection with the Accor Plus program;
- (c) supply, or attempt to supply false or misleading information, or make a misrepresentation, to Accor or any participating hotel;
- (d) lend, rent, distribute or sell the membership or membership benefits, in whole or in part, without the written permission of Accor, or attempt to do any of those things;
- (e) apply for membership of the Accor Plus program if you already have an account, or if you have previously been terminated from the program (without Accor's express permission); or
- (f) act in any other way which breaches these Terms.

## 9. Termination

### 9.1 Cooling-Off Rights for Membership Sales made by Telephone

- (a) A member has the right to terminate their membership agreement for any reason within 10 business days from the first business day after the day on which the member paid their Accor Plus membership fee, or otherwise in accordance with any additional statutory cooling-off rights. Any additional statutory cooling-off rights will be described in full in an attachment to this membership agreement.
- (b) Members who wish to terminate the membership agreement in accordance with clause 9.1(a) may do so in writing (including by letter, email or fax) or over the phone. In the case of mainland China, Hong Kong, Macau and Taiwan only, the member must contact Accor Plus Member Services to cancel their membership within the 10-business day period.
- (c) If you return the Card and any certificates within 10 business days from the date the Accor Plus membership was received, your membership will be cancelled. A refund will be issued:
  - (i) to all members who have the benefit of statutory cooling-off rights under local applicable law; and
  - (ii) to members who do not have statutory cooling-off rights under local applicable law only if the Card has not been signed and the benefits (including certificates) have not been used.



- (iii) In India only, if a member cancels their membership and is eligible for a refund, the member will be refunded the membership fee paid excluding taxes.
- (d) A member may cancel their Accor Plus membership at any time by notifying Accor [in writing]. If a member chooses to cancel their membership after 10 business days from the first business day after the day on which they paid their membership fee, they will not be eligible for a refund of any payments they have made in connection with their membership, including their membership fee. For the avoidance of doubt, no refund will be available for change of mind cancellations.

#### 9.2 Accor Termination Rights

- (a) If a member commits a material breach of any of the Terms, or has failed to pay an account with any of the participating hotels where the amount is not in dispute, Accor may suspend or terminate the member's membership and/or the member's right to use the Card.
- (b) If Accor intends to take action under clause 9.2, it will notify the member of its intention and the reason for that action. The member will then have 21 days to respond to this notice by rectifying the breach (where possible) and providing any reason why Accor should not take action (provided that Accor may suspend the member's account until any review is completed). Accor will review the response and advise the member of its position.

### **10. Consequences of Termination or Expiry**

- 10.1 If the Accor Plus membership expires or is terminated for any reason, you will no longer benefit from the advantages related to the Card. Any future accommodation or restaurant bookings existing at the date of termination or expiry will be adjusted to reflect non-member rates.
- 10.2 If your Accor Plus membership expires or is terminated, you will not be entitled to a refund of part or all of the membership fee unless this membership agreement otherwise expressly provides for you to recover part or all of the membership fee.
- 10.3 If your Accor Plus membership expires, your Le Club AccorHotels membership will continue. Your status in that program will be defined according to your level of activity during the previous calendar year or the current calendar year, prior to the expiry date of your Accor Plus membership (and reviewed each calendar year thereafter in accordance with the Le Club AccorHotels terms and conditions).



## **11. Limitations of Liability**

- 11.1 Nothing in these Terms excludes, limits, modifies or restricts any right or remedy, or any guarantee, warranty or other term or condition implied or imposed by any legislation which cannot lawfully be excluded or limited. This may include consumer laws and regulations which contains guarantees that protect the purchasers of goods and services in certain circumstances, such as any statutory guarantees that any goods supplied to you will be of acceptable quality, match their description and be fit for any purpose made known to the supplier, and that any services supplied will be carried out with reasonable care and skill and be reasonably fit for their purpose. When a statutory guarantee is breached, consumers are entitled to a range of remedies including, in some cases, damages for reasonably foreseeable losses. In the context of unsolicited consumer agreements, consumers have additional consumer rights, including the cancellation rights described in the attachment to these Terms.
- 11.2 Subject to any statutory rights that cannot be excluded or limited (including those described in clause 12.1), and otherwise to the maximum extent permitted by law, Accor, the participating hotels, and each of their officers, employees and agents, are not liable for any indirect or consequential loss arising under or in connection with these Terms or the Accor Plus program, save to the extent that such loss arises from the negligence or wilful misconduct of Accor, the participating hotels, or any of their officers, employees or agents.
- 11.3 To the extent permitted by law, our liability to you for loss or damage of any kind arising in connection with these Terms will be reduced or limited to the extent (if any) that you cause or contribute to the loss or damage.

## **12. Terms Subject to Change**

- 12.1 Accor reserves the right to vary these Terms, including the membership benefits and participating hotels, at any time subject to giving reasonable prior notice to members of any material changes. Such notice will be given either by email or post and will be updated on the Accor Plus website [www.accorplus.com](http://www.accorplus.com). If you do not agree with the variation you may terminate your Accor Plus membership by written notice to us, within 10 business days of receiving that notice. If you terminate your membership as a result of this, you will be entitled to a pro-rata refund of your membership fee. Any non-material variations to the Terms will be displayed on the Accor Plus website.

## **13. Availability of Accor Plus Program**

- 13.1 Accor gives no warranty as to the continuing availability of the Accor Plus program. Accor may terminate or suspend the Accor Plus program at any time. Accor will give at least 12 months' notice to you of such termination or suspension, except if Accor ceases to carry on business, or has gone into liquidation or other form of administration, in which case Accor may terminate or cancel the Accor Plus program immediately without notice.



**14. Permission / Privacy**

14.1 As a member of Accor Plus you agree to Accor (including the entity from which the membership was purchased) sending you from time to time direct mail, or SMS, or calling, or emailing you to keep you informed of promotions and/ or new developments regarding your membership and to make other offers. Accor will comply with all relevant laws with respect to privacy. For details on how we handle your information, please refer to the Accor Customer Personal Data Protection Charter which is available at [www.accorplus.com](http://www.accorplus.com).

**15. Acceptance for All Sales Excluding Online Sales**

15.1 Signature on or use of your Card, or use of your membership number, constitutes acceptance of the Terms and Conditions listed above.

15.2 For online sales, please refer to clause 16.1.

**16. Acceptance for Online Sales**

16.1 By ticking the box stating “I have read and agree to the Membership Terms and Conditions and the Accor Customer Personal Data Protection Charter” on the Accor Plus online application form and purchasing your membership online, you agree to the terms and conditions listed above.