



# HOTEL GENERAL TERMS AND CONDITIONS

## SPAIN

### ENJOY THE MOMENT, LIVE NOW, BE HAPPY AND SMILE

At TSH Spain we meet so many different people from around the world and we try our best to be happy all the time. We would appreciate it if you also spend a moment to focus on the now, enjoy the moment and be happy. Hopefully this will not only lead to a happier hotel, but to a more peaceful and smiley world. Enjoy your time at TSH Spain!

### WE OFFER

<b>TYPE OF BOOKING</b>	
<b>HOTEL STAY</b>	A HOTEL BOOKING AVAILABLE FOR 1 NIGHT UP TO 13 NIGHTS.
<b>HOTEL EXTENDED STAY</b>	A HOTEL BOOKING AVAILABLE BETWEEN 14 NIGHTS AND 12 MONTHS.
<b>HOTEL STUDENT STAY</b>	STUDENT GUESTS ONLY (WITH A MAXIMUM OF 12 MONTHS)
<b>GROUP BOOKING*</b>  *A Group Booking can only be made through the reservations department of TSH Spain (e.g. by telephone or email). TSH Spain will provide the Contracting Party with a Group Booking agreement reflecting the Booking Details of that Group Booking (the Group Booking Agreement). Upon receipt of a copy of the Group Booking Agreement signed by the Contracting Party, TSH Spain will confirm the Group Booking by email (or other written confirmation).	<ul style="list-style-type: none"><li>• A HOTEL STAY CONCERNING TEN (10) OR MORE ROOMS.</li><li>• A HOTEL EXTENDED STAY CONCERNING FIVE (5) OR MORE ROOMS.</li><li>• A HOTEL STUDENT STAY CONCERNING FIVE (5) OR MORE ROOMS (STUDENT GUESTS ONLY)</li></ul>

### KEY (PAYMENT/CANCELLATION/MODIFICATION) INFORMATION



<p><b>Payment procedure</b> ("How/when should I pay for my Hotel Booking?")</p>	<ul style="list-style-type: none"><li>• Hotel Stay (including Hotel Stay Group Booking) (A.2)</li><li>• Hotel Extended Stay (including Hotel Extended Stay Group Booking) (B.2)</li><li>• Hotel Student Stay (including Hotel Student Group Booking) (C.3)</li></ul> <p><i>Click on each type of booking for details</i></p>
<p><b>Cancellation/modification procedure</b> ("How can I cancel/modify my Hotel Booking?")</p>	<ul style="list-style-type: none"><li>• Hotel Stay (including Hotel Stay Group Booking) (A.3)</li><li>• Hotel Extended Stay (including Hotel Extended Stay Group Booking) (B.3)</li><li>• Hotel Student Stay (including Hotel Student Group Booking) (C.4)</li></ul> <p><i>Click on each type of booking for details</i></p>

## CONTENT

These Terms and Conditions are divided into two sections: (i) the General Clauses, which apply to any booking made at TSH Spain; and (ii) the Specific Clauses, which apply depending on the kind of booking made.

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## **SECTION 1: GENERAL CLAUSES**

This Section 1 includes all general Clauses of these Terms and Conditions, which are applicable to all type of bookings.

### **1. DEFINITIONS**

1.1. In this document the following capitalized terms shall have the meaning as described below:

**Booking Details:** The details of the relevant Hotel Booking, amongst others, specifying the type of booking (e.g., Hotel Stay, Hotel Extended Stay, Hotel Student Stay, Group Booking), the Location, the Check-In Date and the Check-Out Date, the room type, the room rate (including VAT and excluding any City Tax, unless indicated otherwise during the Hotel Booking process) and the details of the Contracting Party and Guest(s).

**Check-In Date:** The date of arrival and check-in by the Guest as agreed pursuant to the Hotel Booking.

**Check-In Time**



The check-in time is, in accordance with Clause 3, at three (3:00) p.m. local time at the Location on the Check-In Date.

**Check-Out Date:** The date of departure and check-out by the Guest as agreed pursuant to the Hotel Booking.

**Check-Out Time** The check-out time is, in accordance with Clause 3, before twelve (12:00) p.m. (noon) local time at the Location on the Check-Out Date.

**City Tax** The city tax that is charged to Guests who are not a resident of the city where the Hotel is located, all in accordance with the applicable city tax decree.

**Clause:** A clause in these Terms and Conditions.

**Contracting Party:** The person or legal entity that enters into the Hotel Agreement with TSH Spain.

The Contracting Party shall also be understood as the party that according to these Terms and Conditions entered any separate contract between that party and TSH Spain, or pursuant to Spanish law, is legally and financially liable for a Guest and will undertake all the obligations towards TSH Spain pursuant to or arising from the Hotel Agreement.

**Deposit:** The deposit to be paid when making the Hotel Booking by the Contracting Party for a Hotel Student Stay.

**Group Booking:**

- A Hotel Stay concerning ten (10) or more rooms (see the Hotel Group Booking specific terms in Section A, the Hotel Stay terms).
- A Hotel Extended Stay concerning five (5) or more rooms (see the Hotel Group Booking specific terms in Section B, the Hotel Extended Stay terms).



- A Hotel Student Stay concerning five (5) or more rooms (see the Hotel Group Booking specific terms in Section C, the Hotel Student Stay terms).

**Guest:** The person who enjoys the use of the hotel services provided by TSH Spain and/or its affiliates in connection with the Hotel Agreement. He/she will be the same person as the Contracting Party, except when the Hotel Booking is made by a third party (person or legal entity) on behalf or for the benefit of the relevant guest.

**Hotel:** The operating hotel depending on and determined by the selected location in the Hotel Booking process.

**Hotel Agreement:** The agreement regarding hotel services concluded between TSH Spain and the Contracting Party pursuant to the Hotel Booking.

**Hotel Booking:** A booking made by the Contracting Party in accordance with the booking process for each type of booking (Section 2) to make use of the hotel services provided by TSH Spain.

**Hotel Fee:** The fee to be paid by the Contracting Party to TSH Spain for the hotel services rendered pursuant the Hotel Agreement, including VAT and excluding any City Tax.

**Hotel Extended Stay:** A Hotel Booking that is available between fourteen (14) nights and twelve (12) months.

**Hotel Student Stay:** A Hotel Booking only available to Student Guests (with a maximum of twelve (12) months). Hotel Student Stays have a fixed Check-In Date and fixed Check-Out Date.

**Hotel Stay:** A Hotel Booking that is available for one (1) night up to thirteen (13) nights.

**House Rules:** House rules as referred to in Clause 4 and available on the Website.



<b>Location</b>	The location of the Hotel.
<b>Student Guest:</b>	A Guest who is registered at a university or similar educational institution in accordance with Clause C.5 and for whom a Hotel Student Stay booking has been made.
<b>Terms and Conditions:</b>	These Hotel General Terms and Conditions.
<b>TSH Bike:</b>	The TSH bike sharing system available for all Guests in accordance with Clause 16.
<b>TSH Spain:</b>	The Spanish TSH entity that enters into the Hotel Agreement, determined by the location selected in the booking process.
<b>Website/s:</b>	TSH official website <a href="https://www.thesocialhub.co">https://www.thesocialhub.co</a> and any other travel agencies websites authorized by TSH to make a booking.

## **2. APPLICABILITY AND CHANGE OF THE TERMS AND CONDITIONS**

- 2.1. These Terms and Conditions apply to all Hotel Agreements entered into between the Contracting Party and TSH Spain. In the event of a conflict with the provisions of the Hotel Agreement, the provisions of the Hotel Agreement shall prevail but only to the extent of the conflict.
- 2.2. The Contracting Party (i) undertakes to fulfill and comply with the Hotel Agreement, Terms and Conditions and the House Rules and (ii) ensures that each Guest fully adheres to the Hotel Agreement, Terms and Conditions and the House Rules. The Contracting Party, whenever different from the Guest, is also aware that it shall remain responsible and liable for any breaches of the Hotel Agreement, Terms and Conditions and House Rules by the Guest and anyone accompanying the Guest as it would be for own breaches, unless otherwise agreed with TSH Spain.
- 2.3. TSH Spain may change, modify or revoke any provision of the Hotel Agreement and these Terms and Conditions, in which case it informs the Contracting Party of such an



amendment. Changes will become binding vis-à-vis the Contracting Party after being notified to the Contracting Party.

- 2.4. The latest version of the Terms and Conditions is always available on the Website ([www.thesocialhub.co/terms-and-conditions](http://www.thesocialhub.co/terms-and-conditions)).

### **3. CHECK-IN / CHECK-OUT TIME**

- 3.1. Unless agreed otherwise by e-mail through [reservations@thesocialhub.co](mailto:reservations@thesocialhub.co):
  - 3.1.1. TSH Spain will make the room available to the Guest on the Check-In Date at the Check-In Time (three (3:00) p.m. local time at the Location).
  - 3.1.2. The Guest must check out on the Check-Out-Date at the Check-Out Time (before twelve (12:00) p.m. (noon) local time at the Location).
- 3.2. In case the Guest checks-out after the Check-Out Time, the Contracting Party is obliged to pay a fee for an extra night for the room at the then applicable rate for that room.

### **4. HOUSE RULES**

- 4.1. TSH Spain has a set of House Rules to preserve order, peace and quietness in the Hotel. The House Rules apply to the Hotel Agreement to the extent that they do not conflict with the provisions of the Hotel Agreement. In the event of a conflict, the provisions of the Hotel Agreement shall prevail but only to the extent of the conflict. The House Rules can be requested at the reception of the Hotel and can be seen and downloaded from the Website (<https://www.thesocialhub.co/terms-conditions/>).
- 4.2. If the Guest or someone accompanying a Guest violates the House Rules or acts in such a way that the order, peace and quietness or normal operation of TSH Spain are jeopardized, TSH Spain will set a reasonable deadline to remedy the situation or send the Guest a warning. If the Guest or someone accompanying a Guest continuous to violate the House Rules after the set deadline or warning, TSH Spain has the right to immediately cancel the Hotel Agreement extraordinarily without any further notice, and the Guest and anyone accompanying the Guest must leave the Hotel upon first request. To the extent permitted by law, if TSH Spain is of the opinion that the violation is so serious or of such a nature that a deadline or warning would be pointless, TSH Spain will be entitled to



cancel the Hotel Agreement immediately without warning. In case of termination based on this Clause 4.2, the payment obligation for the Contracting Party towards TSH Spain in relation to the Hotel Booking will continue unabridged for the remaining contract period.

- 4.3. TSH Spain may change at any time, and at its sole discretion, the House Rules in which case it informs the Contracting Party of such an amendment. Changes will become binding vis-à-vis the Contracting Party within a reasonable period of time after being notified to the Contracting Party. Any such amendment will further be made available at <https://www.thesocialhub.co/terms-conditions/> and can be requested at the reception of the Hotel. The Contracting Party ensures that each Guest is informed of such amendment.

## **5. MAXIMUM LENGTH OF STAY (12 MONTHS)**

TSH Spain does not offer permanent accommodation. TSH Spain offers a maximum length of stay of twelve (12) months (continuous or accumulative). This means that a Guest is not allowed to stay in the same Hotel for longer than twelve (12) months. Only after the expiry of a period of twelve (12) months following the Check-Out Date, the Guest is allowed to stay at the same Hotel again for twelve (12) months (continuous or accumulative). In case a Guest intentionally stays in a Hotel longer than twelve (12) months (for example, through fraud or deceit by the Guest), the Contracting Party shall be liable for all damages incurred by TSH Spain as a result thereof.

*Example 1: A Guest that books a stay in a Hotel for twelve (12) months cannot additionally book a stay of three (3) nights prior or after the stay period in that same Hotel, since this will exceed the maximum length of stay of twelve (12) months. The Guest can stay in another Hotel.*

*Example 2: A Guest that stayed in a Hotel for ten (10) months cannot two (2) months later book a stay for another ten (10) months in that same Hotel. The Guest can stay in another Hotel.*

## **6. AGE REQUIREMENTS**

- 6.1 When completing a Hotel Booking or a Hotel Extended Stay Booking, the Guest must be 18 years or older at the Check-In Date. Guest under the age of 18 may stay at the hotel





only if accompanied by a parent or legal guardian. TSH Spain reserves the right to cancel any reservation made by a Guest failing to meet the specified age requirement. In such instances, any payments made will be subject to refund according to our cancellation policy.

- 6.2 When completing a Hotel Student Stay Booking, the Guest must be 18 years or older at the Check-In Date. If a Guest is 17 years old at the Check-In Date, they must provide a Consent and Responsibility notice (accessible here: [https://www.thesocialhub.co/492401/globalassets/legal\\_documents/generic/terms\\_and\\_conditions/minors-permission-form.docx](https://www.thesocialhub.co/492401/globalassets/legal_documents/generic/terms_and_conditions/minors-permission-form.docx)) signed by a parent or legal guardian, or their Hotel Student Stay Booking will be cancelled in accordance with our cancellation policy.
- 6.3 When completing a Hotel/Extended/Semester Stay Group Booking, the Guest must be 18 years or older at the Check-In Date. Guests who are 17 years old at Check-In Date may only stay unsupervised if they have written permission from a parent or legal guardian. It is the Contracting Party's responsibility to ensure that the proper written consent has been obtained from the Guest's parent or legal guardian. Guests between 14 and 17 years old may only stay at TSH Spain when accompanied by a legal guardian, who must provide a Responsibility Notice, as provided by TSH Spain. Guests younger than 14 are not allowed to stay at TSH Spain.
- 6.4 By completing a Hotel/Extended/Semester Stay Group Booking, the Contracting Party confirms that they meet the age requirement and agrees to provide identification if asked for age verification. Non-compliance may lead to cancellation of the reservation by TSH Germany without reimbursement.

## **7. OVERBOOKING**

In case of an overbooking, TSH Spain shall be entitled to offer the Contracting Party an alternative hotel accommodation of at a minimum comparable quality to the accommodation to be offered pursuant to the Hotel Agreement. If the Contracting Party does not accept the offer, the Contracting Party will be entitled to cancel the Hotel Agreement with immediate effect. In this event TSH Spain shall not be liable for any form of damages.

## **8. CANCELLATION, MODIFICATION AND TERMINATION (PRIOR TO AND AFTER CHECK-IN)**



8.1. Prior to and after the Check-In Date, the Contracting Party has the right to cancel or modify the Hotel Booking in accordance with the applicable cancellation or modification procedure:

8.1.1. Hotel Stay (including Hotel Stay Group Booking) (Clause A.3)

8.1.2. Hotel Extended Stay (including Hotel Extended Stay Group Booking) (Clause B.3)

8.1.3. Hotel Student Stay (including Hotel Student Stay Group Booking) (Clause C.4)

8.2. Termination for cause in accordance with statutory provisions remains unaffected.

8.3. TSH Spain has the right to cancel the Hotel Booking towards the Contracting Party in case of a violation of the Hotel Agreement, unless the violation, given its specific nature or minor importance, does not justify this termination and its legal effects. In case of termination based on this Clause 8.3, the payment obligation for the Contracting Party towards TSH Spain in relation to the Hotel Booking will continue unabridged for the remaining contract period.

## **9. LIABILITY OF THE CONTRACTING PARTY AND THE GUEST**

9.1. The Contracting Party is liable towards TSH Spain for all damages, costs, losses or other harm that has been and/or will be incurred by TSH Spain, any affiliate of TSH Spain and/or any third party as the direct or indirect consequence of (i) any breach by the Contracting Party or the Guest of the Hotel Agreement, these Terms and Conditions or the House Rules or (ii) any misconduct or behavior of the Guest (if different from the Contracting Party) or anyone accompanying the Guest.

9.2. TSH Spain may file an official report with the local police in case of misconduct, criminal acts or violations of the House Rules by the Contracting Party or the Guest.

## **10. LIMITATION OF LIABILITY**

10.1. TSH Spain is not liable for any damages, costs, losses, or other harm suffered by the Contracting Party and/or Guest.

10.2. In case the Contracting Party and/or Guest is insured or could have been insured against any damages, costs, losses, or other harm it has incurred following or in connection with the Hotel Agreement or Hotel Booking, TSH Spain is not liable for such damages, costs, losses, or other harm.



- 10.3. In case the Contracting Party and/or Guest incurs any damages, losses or other harm following or in connection with a culpable failure on the part of a third party (service) provider engaged by TSH Spain (for example, a security or cleaning company), TSH Spain's aggregate liability is limited to the compensation it receives from the relevant third party for such damages, costs, losses, or other harms.
- 10.4. In case TSH Spain is found to be liable, TSH Spain's aggregate liability towards the Contracting Party and Guest will never exceed the lower of (i) the value of the Hotel Agreement or (ii) the amount actually paid out under TSH Spain's insurance coverage in respect of the damages incurred by the Contracting Party and/or Guest.
- 10.5. In case property (for example luggage, delivered packages, mail or personal items) of the Contracting Party and/or Guest is damaged, lost or stolen, TSH Spain is not liable for any damages, costs, losses or other harm incurred, unless the Contracting Party and/or Guest convincingly proves that damage, loss or theft occurred in the Hotel and was caused by the acts or omissions of TSH Spain or any third party TSH Spain has engaged.
- 10.6. Without prejudice to any of the foregoing, in case the Contracting Party and/or Guest placed a good in custody for exchange of fee at TSH Spain (for example a wallet at the reception for €1), TSH Spain liability is limited to the current market value of that relevant good. TSH Spain will not be liable for the contents (for example the contents, such as money, of a wallet), unless agreed in writing otherwise.
- 10.7. The provision of this Clause 9 are without prejudice to any rights of the Contracting Party and/or Guests under mandatory laws that cannot be deviated from. TSH Spain does not (intend to) exclude or limit any liability that cannot be excluded or limited under the applicable laws.
- 10.8. For the purposes of this Clause 10, any reference to TSH Spain includes a reference to all of TSH Spain's affiliates and its and such affiliates' employees, officers, directors, agents, and direct and indirect shareholders.

## **11. COMPLAINTS**

The Contracting Party and/or Guest must submit any complaints regarding an (alleged) failure of TSH Spain in the performance of the Hotel Agreement immediately after discovering such failure. Complaints can be submitted via claim forms (*hojas de*



*reclamaciones*) available at the reception of the Hotel or can be submitted by email to [complaints@thesocialhub.co](mailto:complaints@thesocialhub.co).

## **12. FORCE MAJEURE (ONLY APPLICABLE TO TSH)**

- 12.1. This Clause 11 relates to a Force Majeure (as defined below) on the part of TSH Spain and cannot be invoked by a Contracting Party and/or Guest.
- 12.2. The term force majeure includes, but is not limited to unforeseen events, wars, fires, explosions, accidents, floods, (IT) sabotage, (labour) strikes, lock-outs, compliance with laws, rules, regulations or resolutions, or total failure of machinery, apparatus or processes or any other cause whether or not stated above which make the performance of the Hotel Agreement reasonably impossible or unreasonably onerous for TSH Spain (each a **Force Majeure Event**).
- 12.3. In case of a Force Majeure Event, TSH Spain is entitled to suspend performance or terminate the Hotel Agreement.
- 12.4. TSH Spain is not liable for any (delay) costs, losses, expenses, damages in any way incurred by the Contracting Party and/or Guest due to a Force Majeure Event, unless TSH Spain has culpably caused the relevant Force Majeure Event.

## **13. FOUND PROPERTY**

- 13.1. All found property or goods must be handed over to the reception desk of the Hotel.
- 13.2. After the Check-Out Date of a Guest, any personal belongings left in the room or any other area of the Hotel will not be kept and will be discarded or destroyed, unless by its appearance and/or value it is clear to anyone that it must be a lost item. In that case, TSH Spain will store the item for a maximum of three (3) months, if reasonably possible. Where reasonably possible, TSH Spain shall inform the Contracting Party about the lost item and will request if and how it will be retrieved by the Contracting Party.
- 13.3. The Contracting Party may request TSH Spain to send such item(s) to the Contracting Party. TSH is not obliged to adhere to such request, but if it does, the Contracting Party shall bear the risk and costs of the shipping of such item. TSH Spain may request the Contracting Party to pay these costs in advance. Lost items will not be returned in case of any outstanding fees.



#### **14. CHANGE, USE AND LETTING OF ROOMS**

- 14.1. TSH Spain is at all times entitled to transfer a Guest to a different room of a similar type for operational reasons.
- 14.2. Only the Guest(s) is/are permitted to make use of the relevant hotel room.
- 14.3. The Contracting Party and/or Guest is prohibited to let or otherwise grant others the right to use any room in the Hotel (including via Airbnb, Wimdu, etc.). In case of a breach of this Clause 14.3: (i) the Contracting Party will forfeit an immediately due and payable penalty of EUR 500 per day, without prejudice to TSH Spain's right to claim damages. The penalty and any damages claimed may be deducted from the Deposit. TSH Spain is further (ii) entitled to extraordinarily cancel the Hotel Agreement immediately by notice in writing. In such case, the payment obligation for the Hotel Agreement will continue unabridged for the remaining contract period.

#### **15. ENTERING ROOMS AND VACANCY**

- 15.1. TSH Spain's personnel may enter the room for cleaning purposes while the Guest is not present, unless agreed in writing otherwise.
- 15.2. The Contracting Party must inform or procure that the Guest informs TSH Spain of any period during which a room will stay vacant for a period of five (5) days or more. In case a room stays vacant for a longer period, TSH Spain needs to be able to enter a room (amongst others for legal reasons, such as health related regulations). The Contracting Party hereby agrees (where necessary, on behalf of the Guest) that TSH Spain may enter the room in such situations, without the Guest being present or prior notice.
- 15.3. In addition to Clauses 15.1 and 15.2, TSH Spain's staff, upon reasonable prior notice to the Guest, has the right to enter the room of a Guest in their presence for maintenance, security, and other legitimate reasons, including reasonable inspections.
- 15.4. In case of imminent danger or order from public authorities, TSH Spain always has the right to enter a room without the Guest being present or prior notice.

#### **16. TSH BIKE**

- 16.1. For Hotel Student Stay and Hotel Extended Stay Guests use of the TSH Bike sharing system is included in the Hotel Fee.



- 16.2. For all Hotel Stay Guests the TSH Bike sharing system is available against an additional payment, unless agreed in writing otherwise.
- 16.3. The use of TSH Bikes is subject to availability and acceptance of the TSH Bike sharing system's terms of use.

## **17. DATA PROCESSING**

- 17.1. The Contracting Party acknowledges that when making a Hotel Booking, TSH (in the capacity of a data controller) must process personal data.
- 17.2. The Contracting Party shall ensure all Guests have read and understood the TSH privacy statement by referring Guests to the TSH privacy statement before sharing any personal data. The TSH privacy statement is accessible at: <https://www.thesocialhub.co/privacy-policy/>.

## **18. APPLICABLE LAW AND VENUE**

- 18.1. The Hotel Agreement, these Terms and Conditions, the House Rules as well as any additional agreement(s) entered into between TSH Spain and the Contracting Party regarding the performance of hotel services shall be governed by the laws of Spain, without prejudice to any rights the Contracting Party have under applicable mandatory laws.
- 18.2. Any disputes arising out of or relating to this Hotel Agreement shall be brought exclusively before the competent court located in Spain, unless the Contracting Party within one month from being informed by TSH Spain chooses for dispute resolution by the court that would be competent in accordance with the applicable law. The foregoing does not affect the Contracting Party's statutory rights.

## **19. SEVERANCE**

If any part of these Terms and Conditions is found to be illegal, invalid or unenforceable by any court with competent jurisdiction such illegality, invalidity or unenforceability shall not affect the other provisions of these Terms and Conditions, and such other provisions shall remain in full force and effect and not be affected in any other jurisdiction. TSH Spain shall replace the invalid or non-binding part by one or more provisions that are valid and binding and the effect of which, given the contents and purpose of these Terms and Conditions, shall be, to the greatest extent possible, similar to that of the invalid or non-binding part.



## **20. ONLINE DISPUTE RESOLUTION**

TSH Spain offers the Hotel Agreement via the internet and is under a statutory obligation to inform any Contracting Party and/or Guest (that made the Hotel Booking by Website and) who is a consumer about the existence of the platform for online dispute resolution provided by the EU Commission. The platform can be accessed via the following link: <http://ec.europa.eu/consumers/odr/>. However, TSH Spain will not participate in a proceeding before a consumer dispute resolution body.

## **21. CREDIT CARD PAYMENT & IDENTIFICATION**

- 21.1. Upon check-in on the Check-In Date, the Guest must present the credit card used to make the Hotel Booking. If the Guest is unable to present the physical credit card or the name on the credit card does not match the name on the identification document presented by the Guest, TSH Spain is entitled to cancel the Hotel Booking at its sole discretion, in which event any prepayment shall be forfeited by the Contracting Party.
- 21.2. In the event of a chargeback with respect to the Hotel Booking at any moment in time, the Guest and the Contracting Party are obliged to cooperate fully with the investigation of TSH Spain and any other involved third party on the matter. The Guest and the Contracting Party shall in this regard in any event provide additional documentation or information upon first request of TSH Spain.
- 21.3. The Contracting Party and the Guest acknowledge that any fraudulent activity, including but not limited to unauthorized bookings or invalid chargebacks, may result in the Guest and the Contracting Party being added to the internal blacklist of The Social Hub for an indefinite period of time. This will have the consequences that the Contracting Party and the Guest are no longer allowed to make a reservation at any hotel of The Social Hub.



## **SECTION 2: SPECIFIC CLAUSES FOR EACH TYPE OF BOOKING**

This section 2 includes the specific Clauses of these Terms and Conditions applicable for each type of booking, unless agreed otherwise in the Hotel Agreement between Contracting Party and TSH Spain.

### **A) HOTEL STAY**

#### **A.1 BOOKING PROCESS**

A Hotel Booking for a Hotel Stay, can be made online on the available Websites or directly with the reservations department of TSH Spain (e.g., by telephone or email). The Hotel Agreement is concluded by Contracting Party's acceptance of the TSH Spain's offer, regardless of whether TSH makes this offer through a Website or via email, telephone or any other means of communication. In case of an oral agreement between TSH Spain and the Contracting Party, such as a booking via telephone, TSH Spain will provide the Contracting Party with a written confirmation (which includes by email).

#### **A.2 PAYMENT PROCEDURE**

<b>1. Refundable Hotel Stay</b>	The Hotel Fee shall be paid at the latest at midnight (12 a.m.) on the Check-In Date, unless agreed in writing otherwise.
<b>2. Non-refundable Hotel Stay</b>	The entire amount of the Hotel Fee shall be paid at the moment of booking the Hotel Stay.
<b>3. City Tax</b>	Charged subject to the local municipality rules applicable to the Hotel.  The Contracting Party will pay the relevant City Tax for all Guests at the moment of check-in or at the moment of booking, depending on the booking conditions.
<b>4. Failure of payment in time</b>	The Contracting Party will be subject to all related extrajudicial and pre-litigation costs, as well as all court costs, in accordance with applicable local rules.





5.	<b>No fulfillment of (payment) obligation by Contracting Party</b>	TSH Spain has the right to retain any goods that the Guest keeps in the Hotel.
6.	<b>Commission costs</b>	<p>Commission costs incurred via online payments or other third-party bookers (for example, travel agencies) are not covered by TSH.</p> <p>TSH will not apply additional transaction charges for payments made by the Contracting Party or the Guest in the Hotel (at check-in, at check-out or during the stay).</p> <p><i>Note that credit card companies may apply separate charges/commission costs to the cardholder, for example in respect of foreign exchanges.</i></p>
7.	<b>Payments</b>	In Euros.
8.	<b>Payment options</b>	TSH Spain reserves the right to refuse payment by bank cheque, cash, giro acceptance form or other means of payment, or to attach conditions to their acceptance.
9.	<b>Hotel Stay Group Booking</b>	<p>In case of a Group Booking for Hotel Stay, numbers 1. and 2. of this Clause A.2 will not apply and instead the payment procedure as set out in the Group Booking Agreement applies.</p> <p>The remaining numbers of this Clause A.2 (numbers 3. – 8.) remain applicable.</p>

### A.3 CANCELLATION/MODIFICATION PROCEDURE

1.	<b>Refundable Hotel Booking</b>	The following cancellation terms apply:
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		<ul style="list-style-type: none"><li>- <b>1 day or more before Check-In Date</b> - The Contracting Party is entitled to cancel the Hotel Booking until three (3:00) p.m. local time on the day before the Check-In Date, without any charge. Any amount already paid will be refunded to the Contracting Party.</li><li>- <b>1 day or less before Check-In Date and after Check-In Date ('early leave')</b> - From three (3:00) p.m. local time on the day before the Check-In Date, the Contracting Party's cancellation will not result in any refund and any unpaid Hotel Fees remain payable in full.</li></ul> <p>The following modification terms apply:</p> <ul style="list-style-type: none"><li>- <b>1 day or more before Check-In Date</b> - The Contracting Party is entitled to modify the Hotel Booking until three (3:00) p.m. local time on the day before the Check-In Date, depending on the modification a refund or surcharge will apply.</li><li>- <b>1 day or less before Check-In Date and after Check-In Date ('early leave')</b>- From three (3:00) p.m. local time on the day before the Check-In Date, the Contracting Party's modification to shorten or downgrade the stay, will not result in any refund and any unpaid Hotel Fees remain payable in full. The Contracting Party's modification to lengthen or upgrade the stay is subject to availability and a surcharge may apply.</li></ul> <p>Any cancellation or modification must be sent by written declaration to TSH Spain (an email to <a href="mailto:reservations@thesocialhub.co">reservations@thesocialhub.co</a> will be sufficient) or the relevant travel agency.</p>
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<p><b>2. Non-refundable Hotel Booking</b></p>		<p>Cancellation or modification of the Hotel Booking by the Contracting Party will not result in any refund and any unpaid Hotel Fees remain payable in full.</p> <p>The Contracting Party must cancel or modify the Hotel booking by written declaration to TSH Spain (an email to reservations@thesocialhub.co will be sufficient) or the relevant travel agency.</p>
<p><b>3. Hotel Stay Group Booking</b></p>		<p>In case of a Hotel Stay Group Booking, numbers 1. and 2. of this Clause A.3 do not apply and instead the cancellation/modification procedure as set out in the Group Booking Agreement applies.</p>

*Example 1: a Refundable Hotel Stay with a Check-In Date on 1 September 2022, and a request to cancel on 31 August at 7pm, cannot be cancelled without cancellation fee. A cancellation fee equal to the full Hotel Stay will be payable.*

*Example 2: a Refundable Hotel Stay made with a Check-In Date on 15 May 2022, and a request to cancel on 14 May at 10am, can be cancelled without a cancellation fee.*

*Example 3: a Non-Refundable Hotel Stay made on with a Check-In Date on 8 June 2022, and a request to cancel on 6 June at 8pm, cannot be cancelled without cancellation fee. A cancellation fee equal to the full Hotel Stay will be payable.*

**B) HOTEL EXTENDED STAY**

**B.1 BOOKING PROCESS**

A Hotel Booking for a Hotel Extended Stay can be made online on the available Websites or directly with the reservations department of TSH Spain (e.g. by telephone or email). The Hotel Agreement is concluded by Contracting Party’s acceptance of TSH Spain’s offer, regardless of whether TSH Spain makes this offer through a Website or via email, telephone or any other means of communication. In case of an oral agreement between TSH Spain and the Contracting Party, such as a booking via telephone, TSH Spain will provide the Contracting Party with a written confirmation (which includes by email).

**B.2 PAYMENT PROCEDURE**

<p><b>1</b></p>	<p><b>Refundable Hotel Extended Stay</b></p>	<p>The Hotel Fee shall be paid at the latest fourteen (14) days before the Check-In Date.</p>
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2	<b>Non-refundable Hotel Extended Stay</b>	The Hotel Fee shall be paid at the moment of booking the Hotel Extended Stay.
3	<b>City Tax</b>	<p>Charged subject to the local municipality rules applicable to the Hotel.</p> <p>TSH Spain to determine in its sole discretion when the Contracting Party will pay the relevant City Tax for all Guests:</p> <ul style="list-style-type: none"> <li>• at Check-In Date; or at the moment of booking, depending on the booking conditions; or</li> <li>• monthly depending on the duration of the Hotel Booking.</li> </ul>
4	<b>Refund of City Tax</b>	<p>Where applicable, if Guest provides sufficient evidence of his/her registration with the local municipality where the Hotel is situated, the Contracting Party (if not the same as that Guest) for that Guest will be refunded the City Tax for the period of time the Guest was registered with the relevant municipality.</p> <p>Please note that Guests who stay for a period longer than ninety (90) days and who are not already registered with the local municipality are legally required to register with the local municipality.</p>
5	<b>Failure of payment in time</b>	The Contracting Party will be subject to all related extrajudicial and pre-litigation costs, as well as all court costs, in accordance with applicable local rules.
6	<b>No fulfillment of (payment) obligation by Contracting Party</b>	TSH Spain has the right to retain any goods that the Guest keeps in the Hotel.



7	<b>Commission costs</b>	<p>Commission costs incurred via online payments or other third-party bookers (for example, travel agencies) are not covered by TSH.</p> <p>TSH will not apply additional transaction charges for payments made by the Contracting Party or the Guest in the Hotel (at check-in, at check-out or during the stay).</p> <p><i>Note that credit card companies may apply separate charges/commission costs to the cardholder, for example in respect of foreign exchanges.</i></p>
8	<b>Payments</b>	In Euros.
9	<b>Payment options</b>	TSH Spain reserves the right to refuse payment by bank cheque, cash, giro acceptance form or other means of payment, or to attach conditions to their acceptance.
1	<b>Hotel Extended Stay Group Booking</b>	<p>In case of a Group Booking for Hotel Extended Stay, numbers 1. and 2. of this Clause B.2 will not apply and instead, the payment procedure as set out in the Group Booking Agreement applies:</p> <p>The remaining numbers of this Clause B.2 (numbers 3. - 9.) remain applicable.</p>

### B.3 CANCELLATION/MODIFICATION PROCEDURE

1	<b>Refundable Hotel Extended Stay</b>	<p>The following cancellation terms apply:</p> <ul style="list-style-type: none"> <li>• <b>14 days or more before Check-In Date</b> - The Contracting Party is entitled to cancel the Hotel Extended Stay Booking until three (3:00) p.m. local time on the 14<sup>th</sup> day before the Check-In</li> </ul>
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		<p>Date, free of charge and amounts already paid will be refunded to the Contracting Party.</p> <ul style="list-style-type: none"><li>• <b>Less than 14 days before Check-In Date up to 1 day before Check-In Date</b> – The Contracting Party is entitled to cancel the Hotel Extended Stay Booking between three (3:00) p.m. local time on the 14<sup>th</sup> day before the Check-In Date and three (3:00) p.m. local time on the day before the Check-In Date, against payment of a cancellation fee equal to the Hotel Fee for the first fourteen (14) nights of the Hotel Extended Stay. The Guest is not allowed to stay in the room during the fourteen (14) night period.</li></ul> <p>The following modification terms apply:</p> <ul style="list-style-type: none"><li>• <b>14 days or more before Check-In Date</b> – The Contracting Party is entitled to modify the Hotel Extended Stay Booking until three (3:00) p.m. local time on the 14<sup>th</sup> day before the Check-In Date. In case of a modification to lengthen or upgrade/downgrade the stay, subject to availability and a surcharge may apply.</li><li>• <b>Less than 14 days before Check-In Date up to 1 day before Check-In Date</b> – The Contracting Party is entitled to modify the Hotel Extended Stay Booking between three (3:00) p.m. local time on the 14<sup>th</sup> day before the Check-In Date and three (3:00) p.m. local time on the day before the Check-In Date, against a payment of a fee equal to the Hotel Fee for the first fourteen (14) nights of the Hotel Extended Stay. In case of a modification to lengthen or</li></ul>
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		<p>upgrade/downgrade the stay, subject to availability and a surcharge may apply.</p> <ul style="list-style-type: none"> <li>• <b>After Check-In Date ('early leave')</b> - The Contracting Party is entitled to modify, with a notice period of fourteen (14) nights or against a payment of a fee equal to the Hotel Fee for the fourteen (14) nights of the Hotel Extended Stay, unless the remainder of the Hotel Extended Stay is shorter than fourteen (14) days, in which case the Contracting Party must pay a cancellation fee equal to the remainder of the stay.</li> </ul> <p>Any cancellation or modification must be send by written declaration to TSH Spain (an email to reservations@thesocialhub.co_will be sufficient) or the relevant travel agency.</p>
	<p><b>2 Non-refundable Hotel Extended Stay</b></p>	<p>Cancellation or modification of the Hotel Extended Stay by the Contracting Party will not result in any refund and any unpaid Hotel Fees remain payable in full.</p> <p>The Contracting Party must cancel the Hotel Extended Stay Booking by written declaration to TSH Spain (an email to reservations@thesocialhub.co__will be sufficient) or the relevant travel agency.</p>
	<p><b>3 Hotel Extended Stay Group Booking</b></p>	<p>In case of a Hotel Extended Stay Group Booking, numbers 1. and 2. of this Clause B.3 will not apply and instead the cancellation/modification procedure as set out in the Group Booking Agreement applies.</p>

*Example 1: a Refundable Hotel Extended Stay reservation made with a Check-In Date on 20 July 2022 for 20 nights, and a request to cancel on 10 July 2022,*



*cannot be cancelled without cancellation fee. A cancellation fee equal to the first 14 nights of the stay will be payable.*

*Example 2: a Non-Refundable Hotel Extended Stay reservation made with a Check-In Date on 13 April 2022 for 40 nights, and a request to cancel on 26 March 2022, cannot be cancelled without cancellation fee. A cancellation fee equal to the full Hotel Extended Stay will be payable.*

*Example 3: a Refundable Hotel Extended Stay reservation made for 30 nights, and a request to shorten the stay to 23 nights after 12 nights from the moment of Check-In Date, cannot be shortened without cancellation fee. A cancellation fee equal to 3 nights (12 nights + 14 nights notice period = 26 nights - 23 nights stay = 3 nights cancellation fee) will be payable.*





## **C) HOTEL STUDENT STAY**

### **C.1 BOOKING PROCESS**

A Hotel Booking for a Hotel Student Stay can be made online on the available Websites or directly with the reservations department of TSH Spain (e.g. by telephone or email). The Hotel Agreement is concluded by Contracting Party's acceptance of TSH Spain's offer, regardless of whether TSH Spain makes this offer through a Website or via email, telephone or any other means of communication. In case of an oral agreement between TSH Spain and the Contracting Party such as in case of booking via telephone, TSH Spain will provide the Contracting Party with a written confirmation (which includes by email).

#### **ROOM INVENTORY CHECK PROCEDURE**

##### Check-In room inventory check

In case of a Hotel Student Stay, the Contracting Party shall within forty-eight (48) hours after the Check-In Time perform a room inventory check or procure that Student Guest performs this inventory check. Any missing elements or damaged items shall be indicated in writing to TSH Spain within this time period of forty-eight (48) hours. If the Contracting Party is not the Student Guest, the written notification of missing items or damages can be made by the Student Guest on behalf of the Contracting Party and, in the absence of any written indication to the contrary issued by the Contracting Party within this period of forty-eight (48) hours, the notification made by the Student Guest will be deemed made on behalf of the Contracting Party. If no written notification of any missing elements or damaged items has been made to TSH Spain by either the Student Guest or the Contracting Party within this period of forty-eight (48) hours starting at the Check-In Time, it shall be deemed that no such missing elements or damaged items exist, and neither the Student Guest nor the Contracting Party shall have the right to make further claims in this respect.

##### Check-Out room inventory check

In case of a Hotel Student Stay, on the Check-Out Date but before the Check-Out Time, TSH Spain and the Contracting Party or the Student Guest shall jointly perform a room inventory check.

Any outstanding part of the Hotel Fee and/or outstanding amounts (including payments in relation to missing items and/or damages) due at any title by the Contracting Party will be deducted from the Deposit and can be claimed otherwise.



TSH Spain shall repay the Deposit (or remainder thereof after a deduction pursuant to the preceding paragraph) to the Contracting Party only after:

Receiving evidence of either the Guest's deregistration from the municipality or evidence of their updated registration with the municipality (if applicable);

the inventory form (i.e. describing the condition of your room) is complete; and

The TSH Bike is returned undamaged and without any pending charges (if applicable).

TSH Spain cannot process or return the Deposit until these three requirements (to the extent applicable) are fully complete. In the event that the deregistration or updated registration is not evidenced within 6 (six) months after the Check-Out Date, the Deposit will no longer be refundable. Please note that failure to update your registration details in general may lead to an investigation by the municipality and potential fines.

In the event that the Deposit repayment has failed because the bank account of the Contracting Party is no longer active, expired, is blocked, or for any other reason not working, TSH Spain shall inform the Contracting Party, who shall promptly indicate another bank account to which the Deposit or remainder thereof can be repaid.

### C.3 PAYMENT PROCEDURE

<p><b>1</b></p>	<p><b>Payments</b></p>	<p>Payment will occur through monthly instalments, to be paid before the 1<sup>st</sup> of each month.</p>
<p><b>2</b></p>	<p><b>Deposit</b></p>	<p>A Deposit equal to one (1) month of the Hotel Fee shall be paid when booking the Hotel Student Stay.</p> <p><i>The purpose of the Deposit is to secure any and all TSH Spain's claims against the Contracting Party and/or the Guest resulting from the Hotel Agreement or in connection with the stay of a Guest, in particular claims relating to payment of the Hotel Fee, including in case of cancellation, and damages culpably caused by the Guest during the term of the Hotel Agreement, notwithstanding any further claims which are expressly reserved. In case of renting a TSH Bike, the Deposit also serves as</i></p>



		<p><i>security to ensure that the TSH Bike is returned undamaged and without any pending charges.</i></p>
	<p><b>3 Deduction from the Deposit in case of late payment</b></p>	<p>Subject to applicable local rules, if an invoice of (an instalment of) the Hotel Fee is not paid within four (4) weeks after the payment has become due, the amount of the unpaid invoice(s) may be deducted from the Deposit.</p> <p>This right is regardless of TSH Spain's other rights including a termination of the Hotel Agreement in accordance with its terms.</p> <p>The Contracting Party will remain liable for the payment of any unpaid fees not covered by the amount of the Deposit. TSH Spain will provide the Contracting Party with an invoice to this extent. Unless TSH Spain cancels the Hotel Agreement, this invoice will also include the amount for a new Deposit equal to one (1) month of the Hotel Fee.</p>
	<p><b>4 Failure by Contracting Party of payment obligation in time</b></p>	<p>TSH Spain reserves the right to cancel the Hotel Agreement. In such case, the payment obligation for the agreed term will continue unabridged and may also be subtracted from the Deposit.</p>
	<p><b>5 City Tax</b></p>	<p>Will not be charged by default.</p> <p>If the Guest does not provide proof of registration within three (3) months after the Check-In Date, TSH Spain will charge City Tax for the period from Check-In Date until evidence of registration is received, or until the end of the full stay if no evidence of registration is received, and if necessary deduct it from the Deposit,</p>



		notwithstanding any further claims which are expressly reserved.
<b>6</b>	<b>Increase of Hotel Fee</b>	<p>In case of an increase in VAT or any other taxes, TSH Spain has the right to increase the Hotel Fee.</p> <p>TSH Spain will only increase the Hotel Fee as required to fully apply the then applicable tax rate(s).</p>
<b>7</b>	<b>Commission costs</b>	<p>Commission costs incurred via online payments or other third-party bookers (for example: travel agencies) are not covered by TSH.</p> <p>TSH will not apply additional transaction charges for payments made by the Contracting Party or the Guest in the Hotel (at check-in, at check-out or during the stay).</p> <p>Note that credit card companies may apply separate charges/commission costs to the cardholder, for example in respect of foreign exchanges.</p>
<b>8</b>	<b>Hotel Student Stay Group Booking</b>	<p>In case of a Hotel Student Stay Group Booking, number 1. of this Clause C.3 will not apply and instead the payment procedure as set out in the Group Booking Agreement applies.</p> <p>The remaining numbers of this Clause C.3 (numbers 2. – 8.) remain applicable.</p>

#### CANCELLATION/MODIFICATION PROCEDURE

To exercise the cancellation, the Contracting Party needs to fill out the online form at:

<https://www.thesocialhub.co/form/cancellation/semester/>.



	<b>Cancellation</b>	<b>Cancellation fee</b>
<p><b>1.</b></p>	<p><b>From moment of Check-In Date and during the Hotel Student Stay</b></p>	<p>The Contracting Party is entitled to cancel the booking against payment of a cancellation fee equal to the Hotel Fee for three (3) months, unless the remaining period of the stay at the time of cancellation is shorter than three (3) months in which case the cancellation fee is equal to the Hotel Fee for the remaining period of the Hotel Student Stay. The Hotel Fee already paid for the month in which you cancel, will not be refunded.</p> <p>The cancellation fee does not allow you to stay in the room, after the date that is confirmed as the adjusted Check-Out Date. You have to check-out on the day against which you have confirmed to cancel your Hotel Student Stay.</p> <p>City Tax is due if the Hotel Student Stay is cancelled prior to the expiry of three (3) months after the Check-In Date.</p>
<p><b>2.</b></p>	<p><b>14 days after the Hotel Student Stay is confirmed and only if the cancellation request is submitted at least one (1) calendar month before the Check-In Date</b></p> <p><i>Example: a Hotel Student Stay reservation made on 2 August 2022 with a Check-In Date on 1 September 2022 cannot be cancelled without cancellation fee. A</i></p>	<p>The Contracting Party can cancel the booking until three (3:00) p.m. on the 14<sup>th</sup> day after receipt of the booking confirmation, free of charge and amounts already paid will be refunded to the Contracting Party, assuming that the cancellation request is submitted at least one (1) calendar month before the Check-In Date.</p>



	<b>Cancellation</b>	<b>Cancellation fee</b>
	<p><i>cancellation fee equal to three (3) months will be payable.</i></p> <p><i><u>Example:</u> a Hotel Student Stay reservation made on 20 December 2021 with a Check-In Date on or after 1 February 2022 can be cancelled without a cancellation fee becoming due by 3 January 2022 at the latest.</i></p>	
	<p><b>3. Less than 1 month prior Check-In Date or more than 14 days after booking</b></p> <p>Less than one (1) month before the agreed Check-In Date or more than 14 days after making the Hotel Student Stay Booking.</p> <p><i><u>Example:</u> a Hotel Student Stay reservation made on 25 August 2022 with a Check-In Date on 1 September 2022 cannot be cancelled without cancellation fee. A cancellation fee equal to three (3) months will be payable.</i></p> <p><i><u>Example:</u> a Hotel Student Stay reservation made on 3 January 2022 with a Check-In Date on or after 1 February 2022 cannot be cancelled without cancellation fee. A cancellation fee equal to three (3) months will be payable.</i></p>	<p>The Contracting Party is entitled to cancel the booking against payment of a cancellation fee equal to the Hotel Fee for three (3) months, unless the period of the stay at the time of cancellation is shorter than three (3) months in which case the cancellation fee is equal to the Hotel Fee for the remaining period of the Hotel Student Stay. Any Hotel Fee already paid for the month in which you cancel, will not be refunded.</p> <p>The cancellation fee does not allow you to stay in the room.</p>



	<b>Cancellation</b>	<b>Cancellation fee</b>
<b>4.</b>	<b>Hotel Student Stay Group Booking</b>	<p>In case of a Hotel Student Stay Group Booking, numbers 1., 2., 3. and 4. of this Clause C.4 will not apply and instead the cancellation procedure as set out in the Group Booking Agreement applies.</p>
<b>5.</b>	<b>Take over (alternative for cancellation fee)</b>	<p>In order to prevent paying the cancellation fee, we offer an alternative option of a 'student take over'. These are the requirements of a 'student take over':</p> <ol style="list-style-type: none"> <li>1. You'll need to find a student who will take over your Hotel Agreement under the same conditions (and who is also registered as a student at the University);</li> <li>2. The 'student take over' can only start from the 1st of the month and we'll need at least 30 days to process the request (<i>example</i>: if all requirements are done before the 1st of May, the 'student take over' can be processed for the 1st of June);</li> <li>3. You'll need to pay an administrative fee of €350,00.</li> </ol> <p>In case you would opt for the 'student take over' option, we'll need the new student's full name, phone number and e-mail address before the end of the month. As soon as we have received</p>



	<b>Cancellation</b>	<b>Cancellation fee</b>
		the deposit from the new student, the 'student take over' is confirmed.
<b>6.</b>	<b>Late arrival/early departure</b>	A late arrival or early departure in the month of the Check-In Date or Check-Out Date by the Contracting Party will not result in any refund and any unpaid Hotel Fees remain payable in full.

#### C.5 REGISTRATION REQUIREMENTS

Student Guests must be registered with a Spanish university or similar Spanish educational institution, which is recognized as such by the relevant government or competent authority, and they must be able to provide proof of such registration.

Registration as a resident is mandatory in Spain if the Guest (other than a Guest with the Spanish nationality, for whom registration is mandatory after one (1) year) is planning to stay longer than ninety (90) days. The Guest must provide TSH Spain with a copy of their registration with the relevant city within three (3) months after the Check-In Date.