HOTEL CREDIT AGREEMENT

Between

**NH Italia S.p.A.,** VAT n. 04440220962, with registered office at Milano, via G. B. Pergolesi, 2/A, in the person of the General Manager of the Hotel \_\_\_\_\_\_, Mr. \_\_\_\_\_\_ (hereinafter referred to as “**NH Italia**”)

and

[\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_] with registered office at [\_\_\_\_\_\_], [\_\_\_\_\_\_\_\_\_], VAT n. [\_\_\_\_\_\_\_\_\_\_\_\_\_], in the person of its Legal Representative [\_\_\_\_\_\_\_\_\_\_\_\_\_\_] (hereinafter referred to as “**Customer**”);

Hereafter referred to as “**the Parties**” or individually as “the Party”

**EXPLAIN THAT**

1. NH Italia is a hotel chain company that manage the hotel named “\_\_\_” sited at \_\_\_\_ (hereinafter referred to as “Hotel”);
2. The Customer will contract Hotel industry and food services in the above mentioned Hotel;
3. Both parties are interested in the payment of that services through a granted credit by NH Italia on Customer’s behalf, that will be governed in accordance with the following

**CONTRACTUAL STIPULATIONS**

 **1. OBJECT AND CONDITIONS**

**1.1** The purpose of performing this agreement (hereinafter referred to as “Agreement”) is to regularize the credit right granted to the Customer.

NH Italia undertakes to grants a credit facility for reservations confirmed in the Hotel during the validity of this Agreement.

**1.2** Once the amount of the credit has been used up NH Italia reserves the right not to accept further reservations on credit. The settlement of the unpaid reservations will result in NH Italia renewing its credit facilities.

**1.3** The amount of the credit granted by NH Italia will be € \_\_\_\_\_\_\_\_\_\_\_

**1.4** This credit facility will be granted by NH Italia following the conduct of appropriate checks on the Customer’s solvency.

**1.5** Payment conditions for individual accommodation: 30 days from invoice date by bank transfer.

**1.6** Payment conditions for events/groups/meetings: 30 days from invoice date by bank transfer.

**1.7** If the Customer fails to settle the invoices within the time limits laid down by the individual agreements/orders concluded with the hotels, arrears interest will be applied and NH Italia will have the power to suspend the credit facility granted with immediate effect.

**1.8** If, during the currency of this Agreement, the solvency conditions applying to the Customer worsen as compared with those identified at the moment of entry into this Agreement, NH Italia will have the power to suspend the credit facility granted.

1. **DURATION**

**2.1** The duration of this Agreement is for 12 months from the signature. At the expiry, both Parties will decide together any further extension of this Agreement.

**2.2** NH Italia shall have the right to terminate this Agreement prior to the expiration date, without cause, upon thirty (30) days’ prior written notice to the other party of its intention to terminate the Agreement with registered mail or certified e-mail.

**2.3** NH Italia may terminate the contract attending to the own generated production criteria by the customer in this establishment, communicating it to the customer seven (7) days in advance, renouncing the customer to any right compensable may correspond.

1. **EXPRESS TERMINATION CLAUSE**

**3.1** NH Italia will be able to terminate this Agreement pursuant to Article 1456 of the Italian Civil Code by giving simple written notice to the Customer that it wishes to rely on this clause if:

- the Customer fails to comply with the payment conditions and time limits indicated in Article 1 above;

- the solvency conditions applying to the Customer worsen as compared with those identified at the moment of entry into this Agreement.

1. **APPLICABLE LAW-COMPETENT COURT**

**4.1** This Agreement is subject to the Italian law.

**4.2** In the case of a dispute in respect of or in connection with this contract, the parties shall first use all reasonable endeavors to resolve matters amicably. Failing such amicable resolution, the dispute shall be referred to the court of Milan, Italy.

1. **ASSIGNMENT**

**5.1** This Agreement may not be assigned without the prior written consent of the other Party.

1. **CONFIDENTIALITY**

**6.1** The parties agreed to treat confidentially those personal data, documentation and the rest of information provided to the other part before or during the duration of the contract, demonstrating their commitment to maintain professional secret about the existence of the contract and its conditions.

1. **PERSONAL DATA PROTECTION**

**7.1** The client is informed that the personal data given for the execution of the present contract, and the data that is generated or its given through the life of this contract, would be treated by NH Hotel Group with the purpose of: allowing the development, compliance and control of the arranged relationship, the consultation of late payment files as well as the possible inclusion of the latter in any case of non-payment. The basis for this data treatment is the compliance with the contractual relationship and the conservation of the data while its subsisting, and further until the eventual responsibilities deriving from it prescribe. The data from the parties could be communicated to the relevant financial entities in order to manage the charges and payments, to the Tax Agency and to other Public Administrations in order to comply with the corresponding fiscal declarations within the current legislation. Whenever is needed, the data could be communicated to other NH Hotels entities, which can be consulted in <https://www.nh-hoteles.es/nh-hotel-group-companies> for the identification of the charge in your benefit.

In the case that the Client requests a direct debit payment through SEPA, we inform that the data would be communicated to the financial entity wherewith the direct debit payment is done through, being the communication necessary for its purpose.

For that matter, NH Hotel Group informs the Client that the data provided in the base of the present contract, in relation with the representation of the parties, would be transferred to countries located outside the European Economic Area, specifically to EEUU, India and Philippines. The mentioned transfer would be done as a consequence of the services that Accenture provides to NH Hotel Group, in relation to the black office management related to the company’s turnover. To this extent, we inform that the latter is regulated through Standard Contractual Clauses.

The Client gets informed that he could request the access to his personal data, as well as its refusal, suppression, portability and limitation of the treatment. Also, he can oppose to the treatment in the following address: Calle Santa Engracia 120, 7º, 28003, Madrid or via e-mail to dataprotection@nh-hotels.com.

1. **GENERAL PROVISIONS**

**8.1** This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof, and any other prior or contemporaneous agreements, whether written or oral, are expressly superseded hereby.

Any amendments and/or additions to this Agreement must be set out in a written document and signed by the Party against which such amendments and/or additions are invoked.

**8.2** If any term of this Agreement shall to any extent be or become invalid the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**8.3** The Agreement is the result of a negotiation between the Parties with reference to each clause. In relation to this, the Parties mutually acknowledge that the provisions of articles 1341 and 1342 of the Civil Code do not apply.

Milano, \_\_\_\_\_\_\_\_

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Xxx Xxx

Xxx Xxx

NH Italia S.p.A. CUSTOMER

**APENDIX**(Additional data for completion by the customer)

**CUSTOMER TAX INFORMATION**

Company \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

VAT No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Registered Office \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Zip Code \_\_\_\_\_\_\_\_\_\_\_\_\_ Province \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone (1) \_\_\_\_\_\_\_\_\_\_\_\_\_ Phone (2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax \_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ADMINISTRATION DATA**

CFO \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Accounting Dept \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-mail \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SDI Code and/or certified e-mail for electronic invoicing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Payment Method / Date Bank Transfer - 30 days invoice date