ROOMERS®

AUTOGRAPH COLLECTION® HOTELS

General Terms and Conditions for Events

Roomers Baden-Baden Hotelbetriebs GmbH · Version 2.0 · As of: October 2026

I. Scope of Application

1.1 The contract shall come into effect upon the order acceptance (confirmation) of Roomers Baden-Baden Hotelbetriebs GmbH („Hotel") following the application of the client hosting the event („Host").

1.2 Contractual partners are the Hotel and the Host. Should a third party have placed the reservation on behalf of the Host he shall be jointly liable with the Host as joint debtor for any obligations arising from the event contract if the Hotel is in possession of an according statement from that third party.

1.3 These terms and conditions shall apply to the temporary cession of the Hotel's conference, banquet and other event spaces for the purpose of organising events such as banquets, seminars, conferences, exhibitions, fairs etc. as well as all of the Hotel's further deliveries and services connected therewith, especially room reservations.

1.4 The subletting or re-letting of the rooms, spaces or any equipment as well as their utilisation for interviews, sales events or similar events requires the Hotel's prior written consent. In any case the Host is obliged to impose the general obligations contained in the contract or these terms and conditions on any third party he cedes the spaces to and to point out the general duty of care existing under a rental agreement to such third parties, especially regarding the gentle treatment of the rented object.

1.4 Terms and conditions of the Host will only be applicable if those were expressly approved of previously.

II. Services, prices, payment, set-off

2.1 The Hotel is obliged to provide the services ordered and consented.

2.2 The Host is obliged to pay the prices of the Hotel agreed on or rather usually charged for these services. This shall also apply to third-party services and expenses incurred to the Hotel that have been arranged for the Host.

2.3 The agreed prices include the statutory value added tax. Local taxe that - according to municipal law - are owed by the Host are not included. If the period elapsing between the conclusion of the contract and the agreed event day exceeds four months and the price for the contractual services generally calculated by the Hotel increases then the Hotel reserves the right to raise the contractually agreed price at a reasonable rate, however by not more than 10%.

2.4 If a conference package has been determined, this is quoted per event day and participant unless otherwise agreed in writing.

2.5 Invoices issued by the Hotel with no due date specified are payable within ten days upon receipt of the invoice without deduction. In case the Hotel has allowed the Host time for payment or granted other credit terms and should the Host be in arrears with these or other payment obligations to the Hotel, then the terms of payment

REGISTERED OFFICE
ROOMERS BADEN-BADEN HOTELBETRIEBS GMBH
NIDDASTRASSE 63
60329 FRANKFURT AM MAIN
GERMANY

EXECUTIVE MANAGEMENT
ALEX URSEANU
MICHAEL ROSEN

AMTSGERICHT FRANKFURT
HANDELSREGISTER HRB 97129
ST.-NR. 014 242 78371
UST-ID-NR. DE292213175

BANK DETAILS
FRANKFURTER SPARKASSE
IBAN DE72 5005 0201 0200 5342 20
BIC HELADEF1822

Billing Address Roomers Baden-Baden Hotelbetriebs GmbH, BILLBOX 167334, Niddastrasse 63, 60329 Frankfurt am Main, Germany **Invoice Delivery** via email to gekko@billbox.com

and/or any other crediting may be revoked and all claims declared due and immediately payable. Statutory law shall apply to default interest. The Host shall be entitled to provide evidence of a lower damage, the Hotel shall be entitled to provide evidence of a higher damage.

2.6 The Hotel shall be entitled to demand an appropriate advance payment or security (e.g. credit card guarantee) when the contract is concluded. The amount of the advance payment and the dates of payment may be agreed upon in writing in the contract.

2.7 The Host may only set the Hotel's claims off against counterclaims on hold back payments, if such counterclaims are undisputed or have been confirmed by a competent court or if they are reciprocal.

III. Withdrawal / cancellation by the Host

3.1 The Host only has the right to withdraw from the contract concluded with him if this has been expressly agreed in the contract or exists under statutory law.

3.2 If the right of withdrawal is not exercised within the period agreed, it will expire after this period has lapsed and the contract will continue in full effect with the effect that the Host will have to pay the agreed services even if he does not make use of the ordered deliveries and services.

IV. Withdrawal by the Hotel

4.1 If and to the extent to which a right of withdrawal in favour of the Host has been agreed the Hotel for his part is entitled to withdraw from the contract within the period agreed if the Hotel has received requests for services ordered by the Host from third parties and the Host upon enquiry by the Hotel, giving notice of such circumstances and following an appropriate deadline, does not waive the right of withdrawal he was granted.

4.2 If and to the extent to which advance payments have been agreed with the Host and the Host does not effect them, not even within a reasonable period set by the Hotel, then the Hotel is entitled to withdraw from the contract and claim damages.

4.3 Furthermore, the Hotel is entitled to withdraw from the contract extraordinarily, especially if

4.3.1 force majeure or other conditions, for which the Hotel is not responsible, make the fulfilment of the contract impossible or unreasonably impede it;

4.3.2 event spaces or rooms have been culpably reserved by giving misleading or wrong information or concealing substantial facts, e.g. about the Host, his solvency or the purpose of the event;

4.3.3 the Hotel reasonably believes that the utilisation of the deliveries and services provided by the Hotel may impair the smooth business operations, the hotel's security or public image without being attributable to the Hotel's domain or organisational area;

4.3.4 there is a violation of clause 1.4. (subletting and re-letting).

V. Provision of rooms, check-in and check-out

5.1 The Host acquires no right to the provision of certain sepcific rooms within the booked category unless otherwise expressly agreed upon in individual cases.

5.2 Booked rooms are available to the Host on the agreed day of arrival as of 3 pm. An earlier provision is excluded.

5.3 On the agreed day of departure, the rooms must be vacated and made available to the Hotel not later than 12 pm. The Hotel shall be entitled to charge compensation for use for any utilisation of a room beyond that time as follows: before 6 pm 50% of the regular accommodation price (list price), after 6 pm 100% of the list price. The Host shall be entitled to provide evidence of a lower or no damage. The Hotel shall be entitled to provide evidence of a higher damage.

VI. Liability and other obligations of the Host

6.1 Losses in the rooms or spaces and damages thereof occurring during the contract period shall be assumed to have been culpably caused by the Host unless the damage demonstrably lies in the Hotel's area of responsibility or has proven to be caused by a third party.

6.2 Insofar as the Hotel provides technical or other equipment from third parties for and at the request of the Host, the Host shall be liable for the careful handling and proper return of the equipment and indemnifies the Hotel from any third-party claims arising from the provision.

6.3 The Host shall be responsible for ensuring the proper waste disposal according to relevant legal provisions for separation and other handling. If the Host in contradiction leaves back waste, the Hotel has the right to impose the costs for the regulatory disposal as well as a possibly necessary special cleaning associated therewith on the Host.

6.4 The deployment of external security services requires the Hotel's prior consent.

6.5 Decoration material brought along by the Host needs to fulfil the requirements of the responsible fire protection authorities. The Hotel is entitled to request an official proof thereof. Given the possibility of damage, the installation or affixing of decoration and similar material need to be discussed and agreed on with the Hotel in advance. In case this does not happen, the Hotel is entitled to remove the decoration material at the Host's expense.

6.6 On justifiable grounds, the Hotel is entitled demand reasonable securities.

VII. Defects, liability of the Hotel and limitation period

7.1 Should there be any defects concerning the deliveries and services provided by the Hotel or should the services be disturbed, the Host shall to give notice of such defect upon detecting it – in any case before the end of the event – to give the Hotel the opportunity to take remedial action where necessary as soon as possible or rather to guarantee the deliveries' and services' compliance with the contract. The Host is obliged to contribute whatever may be reasonably expected of him and besides minimise any possible damage.

7.2 Insofar as the Host occupies a parking space in the hotel garage – also on payment of a fee – a separate contract will be concluded.

7.3 The Hotel shall attend to wake-up calls with the customary care. In case of poor or non-execution, however, claims for damages shall be excluded unless raised in cases of wrongful intent or gross negligence.

7.4 Messages, post and shipments for the Host shall be handled with customary care. The Hotel shall ensure delivery, storage and – at the express request and against payment – forwarding thereof. In case of poor or non-execution, however, claims for damages shall be excluded unless raised in cases of wrongful intent or gross negligence.

7.5 The Hotel shall be liable for the culpable violation of the essential contractual obligations in accordance with statutory law. Essential contractual obligations are obligations that characterise the contract, the fulfilment of which are a prerequisite for enabling the proper fulfilment of the contract in the first place and the compliance of which the Host may regularly trust in. Insofar as the Hotel can neither be charged of grossly negligent nor intentional behaviour ist liability shall be limited to the damage typically foreseeable. For damage arising from injury to life, body or health due to a culpable breach of duty the Hotel shall be liable subject to statutory law. In all other matters, claims for damages against the Hotel arising from breaches of duty shall be excluded. Money, securities and valuables need to be locked away in the hotel or room safe. The Hotel will not accept money, securities and valuables exceeding a value of 800 EUR or any other items exceeding a value of 3,500 EUR unless otherwise expressly agreed upon.

7.6 Unless a shorter legal prescription period is applicable, claims against the Hotel are subject to a prescription period of twelve months starting at the same time as the statutory limitation period. This does not apply to claims for damages as specified in clause 7.5.

VIII. Changes in the number of participants and time of event

8.1 A reduction of the number of participants by up to 5% (in case of an approximate number the written out absolute number referred to applies) shall not require any advance notice to the Hotel and shall be taken into account so as to reduce the invoice sum.

8.2 A reduction of the number of participants by 5-10% (in case of an approximate number the written out absolute number referred to applies) the Hotel's event department must receive written notice not later than five working days before the event is starting. If the Hotel does not declare its consent with a different regulation in written form then the number of participants agreed on shall be taken as a basis for the invoice, irrespective of whether an advance notice has been made.

8.3 In the event of a reduction of the number of participants by 10% or more clause 8.2 applies accordingly (1st alternative). In lieu thereof, the Hotel is entitled to take the reduced number of participants as a basis for the invoice and in compensation increase the price per participant by a reverse percentage (2nd alternative). (Example: If only 90 participants attend the event instead of 100 (that is a reduction by 10%) at an agreed price of 200 EUR per person the Hotel is entitled to either 1) take the agreed number of 100 participants as a basis and charge 200 EUR per person or 2) take the reduced number of 90 participants as a basis and charge an increased price of 220 EUR (increase of 10%) per person. In both cases, the Hotel shall be entitled to replace the agreed rooms and spaces with other suitable rooms and spaces unless it is unacceptable for the Host.

8.4 An increase of the number of participants shall be communicated to the Hotel's event department not later than five working days prior to the event in written form. The price shall be calculated on the basis of the actual number of participants.

8.5 If the agreed times scheduled for the beginning and/or the end of the event are postponed without the Hotel's prior written consent, the Hotel does may invoice additional reasonable costs for provisions made. This does not apply if the Hotel is responsible for such postponement.

IX. Food and beverage brought in

9.1 The Host may generally not bring along food and beverages to the events. Exceptions require written consent. In these cases, the Hotel may charge a service fee (corkage) to cover the overhead costs.

X. Technical equipment and connections

10.1 The use of own telephone, telefax and other data transmission equipment requires the Hotel's prior written consent. The approval may depend on the payment of a connection fee.

XI. Loss or damage of items brought in

11.1 If the Host brings along exhibition pieces or other, also personal, items to the event spaces or the hotel in general he shall do so at his own risk. The Hotel accepts no liability for loss, destruction or damage except in cases of gross negligence or intent. Unless otherwise specified, the liability under §§ 701 ff. remains unaffected.

11.2 Exhibition pieces or other items have to be removed after the end of the event without delay. If the Host fails to do so, the Hotel shall be entitled to have such items removed and stored at the expense of the Host. If items remain in the event space, the Hotel shall also be entitled to charge an appropriate compensation for use for the period of delay. The Host shall be entitled to provide evidence of a lower loss. The Hotel shall be entitled to provide evidence of a higher loss.

XII. GEMA

12.1 The Host assures that possibly accruing GEMA fees are paid on time and indemnifies the Hotel from this obligation.

XIII. Final provisions

13.1 Any modification or amendment of the contract on the rental, the confirmation of these terms and conditions require the written consent of both parties to become valid.

13.2 Place of performance for all obligations of both parties shall be the place where the hotel is located.

13.3 The exclusive place of jurisdiction, even for disputes concerning checks and bills of exchange, shall be the court having jurisdiction at the place where the Hotel is located. At its choice, the Hotel is also entitled to assert its claims at the Host's general place of jurisdiction.

13.4 German law shall apply under exclusion of the regulations on private international law.

13.5 The invalidity of any provision of the contract of the rental of rooms or these terms and conditions shall not affect the validity of the remaining provisions thereof.

13.6 In the event of any inconsistency between the English and the German language version of the terms and conditions, the German language version shall prevail.